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CURRENT TOPICS.

THE LAND Transfer Bill was read a second time in the House of Lords on Thursday last. We discuss elsewhere the observations made by the Lord Chancellor on moving the second reading. We are glad to learn that the policy of absolute surrender was not endorsed by the Land Transfer Committee of the Incorporated Law Society at their meeting last week. The Associated Provincial Law Societies are to meet on Friday in this week, and it will then be ascertained what course the country solicitors are prepared to take with regard to the Bill. It may be anticipated that they will not be less opposed to compulsion than the Committee which met last week; hence we have strong hope that there will be, at the very least, a demand formulated that the area of compulsion shall be specified in the Bill, and shall be made unalterable except by Act of Parliament. We desire to draw attention to the letters which we print elsewhere from representative solicitors, town and country. They are all one way.

IN ANOTHER column we print a letter from a valued correspondent, who points out that where the authorities of Inland Revenue give an opinion (he ought to have added "in writing") that duty is not payable in any particular case, the Crown is bound by it; and therefore he objects to our statement (*ante*, p. 309) that it is not safe for a purchaser to adopt the view now held by the authorities that where land subject to a trust for sale is sold, the charge of estate duty shifts to the purchase money. No doubt our correspondent is correct in saying that where in any particular case the authorities write a letter stating that no duty is payable, a purchaser will be safe. We were, however, discussing the question whether a purchaser is safe in acting on the known opinion of the authorities, not on their opinion in any particular case. It might have been better for us to have said "that a purchaser who neglects to obtain a certificate under section 11 (1), *or a letter from the authorities stating that no duty is claimed in respect of the land purchased*, will not be safe."

IN COMMENTING recently (*ante*, p. 219) on *Re Western Counties Bakeries and Milling Co. (Limited)* we took occasion to doubt whether too great importance had not been ascribed by STIRLING, J., to the fact that the accountants whose liability was

in question had acted casually on the instructions of the chairman of the company in auditing its accounts. This doubt has been justified by the judgment of the Court of Appeal reversing the learned judge's decision. It is now, of course, well settled that where the articles of association of a company include audit clauses similar to those in Table A, an auditor properly appointed under the articles is an "officer" of the company, and is liable to have a misfeasance summons taken out against him under section 10 of the Companies (Winding-up) Act, 1890 (*Re Kingston Cotton Mills Co.*, 44 W. R. 210; 1896, 1 Ch. 6). The clauses in Table A expressly refer to the office of auditor, and provision is made for filling it up by the company in general meeting. But it is obvious that there is a great difference between the position of an auditor thus formally appointed and an accountant who is simply employed to audit the accounts on a particular occasion, not by the company, but by the directors or someone acting on their behalf. In the case of *Re Western Counties, &c., Co.* no auditors were appointed, but the chairman of the company on two occasions employed a firm of accountants to audit the accounts, and on one of these occasions they prepared a balance-sheet which was to be laid before the general meeting. In the view of STIRLING, J., this employment of the accountants placed them in the position of being auditors *de facto*, though not *de jure*, and he held that they had incurred the liabilities attaching to the office. The decision was a serious one for accountants, for it would have made it dangerous to have anything to do with the books of a company. An auditor regularly appointed of course takes up the office knowing that he is within the rule in *Re Kingston Cotton Mills Co.*, and at any rate he runs the risk with his eyes open. But it is otherwise with an accountant called in casually, and it would be oppressive to make him subject to the heavy liability attached to the office of auditor. The Court of Appeal have seen no ground for adopting this course. An accountant, it is pointed out, may by being employed become *de facto* auditor, but the liability is imposed upon him, not as auditor, but as an officer of the company, and an officer he does not become till he has been properly appointed. Fortunately, therefore, this attempt to extend the application of *Re Kingston Cotton Mills Co.* has failed.

THE QUESTION of the effect of underwriting agreements is becoming one of no little difficulty, and we are not sure that it is assisted by the judgment of the Court of Appeal in *Re The Consort Deep Level Gold Mines (Limited)*. Notwithstanding the common form of an underwriting letter—"I agree to subscribe or procure subscription for" so many shares, &c.—and the manner in which the letter is obtained at the instance of the promoters of the proposed company (see on this point an interesting letter, *ante*, p. 187), it must be taken as settled that the letter amounts only to an offer to underwrite, and that there is no binding contract until the offer has been accepted and notice of acceptance given to the underwriter (*Re Hemp, Yarn, and Cordage Co. (Limited)*, 44 W. R. 630; 1896, 2 Ch. 121). Moreover, contrary to the view taken by VAUGHAN WILLIAMS, J., in the case just cited (see 44 W. R. p. 398), it is not essential that the offer should be accepted before the risk has been ascertained by the failure of the public to subscribe for shares. In the present case, indeed, LINDLEY, L.J., in acceding to this view, is reported to have said that, until the list is closed, the company is not in a position to accept the underwriting offer, for it is not known how many shares the underwriter will be required to take up; but there seems to be some mistake here, for the risk of the underwriting contract is not commensurate with the actual liability ultimately incurred, and in the ordinary course such a contract is meant to be complete before the shares are offered to the public. The underwriting letter, therefore, may be accepted either before or after the closing of the subscription list, though of course a definite time for acceptance may be limited by the letter or otherwise. So far the law is clear, but, if the agreement has to be enforced against the underwriter, further complications arise in connection with the usual provision by which the person to whom the letter is addressed—that is, the promoter—is authorized to apply for the underwritten shares in the name of the underwriter. In order that the authority should be exercisable, it is necessary in the first instance that the underwriter should be called upon to perform his part of the contract. Till this has been done and he has failed to comply, he is not in default, and upon this ground it was held in *Re Bultfontein Sun Diamond Mines* (13 Times L. R. 156) that shares were not effectually allotted to him.

BUT ASSUMING that the underwriter is in default, so that the authority to apply for shares in his name would arise if the contract were complete, what is the value of the authority if the contract is incomplete through the acceptance not having been notified to the underwriter? *Primâ facie* the authority is valueless. It is only a term of the offer in the underwriting letter, and if the offer is not accepted, its terms are all equally without effect. But in *Re Bentley & Co.* (69 L. T. 204), where the company had allotted shares to the underwriter upon the faith of an authority contained in an underwriting letter which was endorsed as having been duly accepted, the doctrine of estoppel was invoked. It was held that the company were not bound to enquire into the notification of the acceptance, and that the underwriter who had signed the underwriting letter without any special stipulation as to acceptance was estopped from disputing the authority which he had purported to confer, and which was stated to be irrevocable. A private letter, indeed, had been written by the underwriter to accompany the underwriting letter limiting a time for acceptance, but this did not reach the promoter or the company, and was treated as immaterial. The offer was a definite offer to underwrite 300 £10 shares. Between this case and *Re The Consort Deep Level Gold Mines (Limited)* it is not easy, perhaps, to find any substantial difference, and on the authority of the former NORTH, J., applied the doctrine of estoppel in the latter. It is true that the underwriting letter did not define the precise number of shares, but offered to cover 10,000 £1 shares, or such less number as might be accepted; and the underwriter was to subscribe or find subscribers for the shares on or before the day after the day of closing the lists. The Court of Appeal held these variations to be material, and that, since the number of shares for which the offer was accepted was not notified to the underwriter, he was never in a position to fulfil his contract, and was not bound to hold the shares allotted to him by the company. But though no notification was sent to the underwriter, yet the letter was endorsed as accepted for the full 10,000 shares, and when the application for shares was made under it to the company, the contract seems to have been as free from suspicion as that in *Re Bentley & Co.* Between the two cases it will probably be found that the doctrine of estoppel as applied to underwriting contracts has got into some confusion, and, unless the form of such contracts undergoes a radical change, the question whether the doctrine is properly applicable at all, will require reconsideration.

THE WELL-KNOWN disinclination at the present day to construe a gift followed by words merely precatory as constituting a trust, is illustrated by the recent decision of the Court of Appeal in *Hill* v. *Hill* (*ante*, p. 292). In the older reports there are to be found a multitude of cases in which the court has seized upon vague words used by testators who wanted the advice or the sense to express their intentions in definite language, and has raised upon them an implied trust fettering the disposition of the property by the donee. Testators have been content to "trust," or to "hope," or to "entreat," or "to have the fullest confidence," or to "recommend" that their wishes would be carried out and their property applied in a more or less general way for the benefit of their relations; and the court, instead of sharing this confidence and leaving to the donees the discretion vested in them, has founded definite equitable interests upon the testator's nebulous phrases. The revolt against this process is most significantly expressed in the judgment of JAMES, L.J., in *Lambe* v. *Eames* (L. R. 6 Ch. 597). "In hearing," he said, "case after case cited, I could not help feeling that the officious kindness of the Court of Chancery in interposing trusts where in many cases the father of the family never meant to create trusts, must have been a very cruel kindness indeed." In that case the testator gave his estate to his widow "to be at her dis-

posal in any way she may think best for the benefit of herself and family," and the court held the gift to be clear of any trust. The old tendency was also violated in *Re Adams and the Kensington Vestry* (27 Ch. D. 394), where the property was left by a testator to his widow "in full confidence that she would do what was right as to the disposal thereof between his children, either in her lifetime or by will after her decease," and it was held that it was at the absolute disposition of the widow. In *Hill* v. *Hill* there was the peculiarity that the trust, if it was created at all, was created by parol, the evidence of it being a written statement by the donee of jewels that they were given to her for life, with a request that at her death they might be left as heirlooms. Assuming that a precatory trust could thus be created, there was a plausible foundation for it in the limitation of the life interest; but, in full approval of the tendency developed in the authorities above cited, the Court of Appeal held that the whole of the words must be construed together, and that the intention of the donor was simply to express a wish that, after the user of the jewels by the donee while she lived, they should go as heirlooms, and this wish did not cut down the absolute nature of the gift.

A WRIT of error is nowadays so seldom heard of in practice that when an instance occurs, the case is sure to be worthy of some attention. The writ at one time was very often used in cases of merely formal and trivial defects in the record of a prosecution. At the present time, however, since 14 & 15 Vict. c. 100, s. 25, conferred upon the courts wide powers of amending indictments in which formal defects appear, the writ lies only for some real substantial defect appearing on the face of the record, which defect is not cured by verdict. In the recent case of *Richards* v. *The Queen*, the plaintiff in error had been indicted for murder jointly with one JONES. JONES was convicted of manslaughter, and RICHARDS was found guilty of being an accessory after the fact to the manslaughter. Thereupon judgment was passed upon RICHARDS, and he was sentenced to two years' imprisonment. Now, section 3 of 24 & 25 Vict. c. 94 provides that an accessory after the fact to any felony "may be indicted and convicted either as an accessory after the fact to the principal felony, together with the principal felon, or after the conviction of the principal felon, or may be indicted and convicted of a substantive felony, whether the principal felon shall or shall not have been previously convicted." It seems fairly clear from this section that a person must be expressly indicted as an accessory after the fact before he can be convicted as such. This was decided to be the law by the Court for Crown Cases Reserved in the case of *Reg.* v. *Fitton* (32 L. J. M. C. 66). If the law were otherwise, great injustice might possibly be done. There are many cases in which a person indicted for one offence may be convicted of some other lesser offence, but in such cases the one is included in the other, and the evidence required to prove the greater offence is of the same nature up to a certain point as that required to prove the lesser. The offence of being an accessory after the fact to a felony is, however, of an essentially different nature to the felony, and is proved by evidence of an entirely different nature. When, therefore, a prisoner is charged with a felony, and prepares to meet that charge and that alone, and succeeds in disproving that he committed the felony, a conviction that he was an accessory after the fact to the felony might very likely take him by surprise, and, if allowed to stand, the accused might have to suffer on a charge to which he had a good defence if he only had had notice of it and been given an opportunity of calling evidence to meet it. No one can doubt that the conviction in *Richards' case* was utterly bad, and the Attorney-General, who appeared for the Crown, made no attempt to support the judgment, which was accordingly reversed.

A MATTER, says a correspondent, which seriously affects the position and prospects of young solicitors and articled clerks who may be desirous of competing for legal posts in the Civil Service, has lately been brought to the notice of the House of Commons by Mr. HENRY KIMBER, M.P. It appears that the clerks in solicitors' branches of Government departments were formerly appointed by open competition, and after a special examination of a professional character by the Civil Service Commissioners. They thus became pensionable Civil Servants, borne on the permanent establishment. This system, however, has now been abandoned, and a system of private patronage has been substituted, under which these clerks are appointed personally by the head of a department, and paid by him out of an annual lump sum allowance made to him by Parliament for the purpose. The change has been made on the recommendations of two Select Committees, the first presided over by Sir GEORGE JESSEL, and the second by Sir HENRY JAMES, which sat to consider the organisation of the legal establishments. The alteration has come about very quietly, and does not appear to have attracted the attention it deserved. It seems doubtful whether a change of this nature can properly be made, having regard to the existing Orders in Council, which prescribe open competition as a condition of employment in the Civil Service, without a further Order in Council which has not yet been made. Moreover, it opens the way to very grave abuse. A back door is opened, by which heads of departments can introduce their relatives and nominees into the public service without examination by the constituted authority, and subject to none of the conditions which are imposed upon all other entrants. Formerly young solicitors and articled clerks were able to compete for those posts, but now they cannot do so unless they happen to possess interest with the head of a department. Many such persons would be willing, at the outset of their careers, to forego their chances of success in the legal profession for the certainty of an assured position in the Government Service, and notwithstanding the very meagre remuneration (from a professional point of view) likely to accrue therefrom, and the very poor prospects and the distinctly limited scope of action which it offers. It is not suggested that heads of departments should not be able to make provisional arrangements for work which is of a strictly temporary character. But there should be no private patronage in the matter, and all employment in the Civil Service, whether permanent or temporary, should be controlled by the Civil Service Commissioners, and open to public competition.

WHEN AN ex-Cabinet Minister is summoned to a police court, convicted, and fined, public attention is naturally attracted to the offence. A few days ago the late Chancellor of the Exchequer was convicted at Bow-street, and fined, because the chimney of a house he is at present occupying caught fire. The conviction was under section 23 of 28 & 29 Vict. c. 90, which provides that if the chimney of any house within the Metropolis is on fire, the occupier of such house is liable to a fine of twenty shillings. No defence whatever seems to be available to the occupier if the fact of the fire be established. If the chimney is proved to have been on fire, he is liable to the penalty, even if he has been guilty of no negligence whatever. In any other state of the law, the Right Honourable defendant might have avoided a conviction, as he had apparently only been a very short time in occupation of the house, and also seems to have employed sweeps on this very chimney just before the fire. Although no defence is available to the occupier, still it is provided that if he can prove that the fire was caused by the neglect or wilful default of some other person, he can recover the penalty he has had to pay summarily from that other person. In other towns the law is slightly different, and is contained in sections 30 and 31 of 10 & 11 Vict. c. 89. It is a defence outside the Metropolis if the occupier of the premises can shew that the fire was not caused by any omission, neglect, or carelessness of himself or his servant. Outside London, also, a much heavier penalty is incurred by any person who sets fire to a chimney wilfully, as is sometimes done as a cheap and efficacious way of sweeping the chimney. In London there seems to be no difference in the liability of the occupier, whether he set the chimney on fire on purpose or by accident.

AN INTERESTING series of essays might be written on the seen and unforeseen consequences of decisions. Probably no one was shocked by *Cleveland Water Co.* v. *Redcar Local Board* (1895, 1 Ch. 168), which decided that an addition by a local authority to existing waterworks is not a

construction of waterworks within section 52 of the Public Health Act, 1875 (38 & 39 Vict. c. 55), so as to require previous notice to a statutory water company whose limits of supply cover the addition. But no one foresaw *Huddersfield Corporation* v. *Ravensthorpe Urban District Council* (*ante*, p. 311), and yet it is the logical outcome of the former case. In the former case the extension of the waterworks was all within the original district, in the latter it was in a new area added to the district under the Local Government Act, 1888 (51 & 52 Vict. c. 41), s. 57, sub-section (1) (*c*). But the new area when added was part of the urban district for all purposes. The consequences of the two decisions are now seen. A local authority has only to construct waterworks just outside the water company's limits of supply, or, if its own district is covered, get a small outside area added for the purpose, or, if it cannot do that, contract with some body outside the limits for a supply of water, and then it can run its mains all over its own district in utter defiance of the spirit of section 52. The effect in the recent case is that there are two competing supplies over the same area, both supported by the rates.

THE SECOND READING OF THE LAND TRANSFER BILL.

In moving the second reading of the Land Transfer Bill in the House of Lords, the Lord Chancellor naturally made a great deal of the modifications which have been introduced into the Bill. These we have already noticed, and we have readily admitted that they deal with defects in the existing system of registration of title which, by common consent, have made it unworkable. And since, if compulsion is to come, the general inconvenience will be less under an improved system, to that extent the modifications are undoubtedly an advantage. But we quite fail to see how Lord HALSBURY makes out that they are in the nature of *concessions* which should buy off the opposition of the Incorporated Law Society and of the Provincial Law Societies to the principle of compulsion.

The way the matter stands is simply this: The defects of the Land Transfer Act, 1875, have been known for years back to those who have had practical experience of the Land Registry Office. In consequence of the inquiry before the Select Committee of 1895, it was possible to bring home some of these defects to the Legislature, and as a natural consequence an endeavour to meet them is made in the present Bill. But the improvement of the existing system of registration is really quite separate from the question of compulsion, and, whatever improvements are made, the fundamental objections to compulsory registration remain exactly the same. Private conveyancing has advantages in the way of convenience and celerity which the Registry Office cannot be expected to rival, and if it should ultimately turn out that transfer in a public office, with all its attendant trouble and delay, has, nevertheless, compensating benefits, it is only under the influence of competition with private conveyancing that these will become apparent. Compulsory registration means that what is now done quickly and simply, and with regard to the convenience of all persons concerned, will have to be subjected to the routine of an office, and made dependent on the pleasure of officials.

We hope, therefore, that the strongest possible resistance will still be given to the compulsory clause. Whether that resistance is successful or not, at any rate nothing can be lost by it. It is true, indeed, that some words used by Lord HALSBURY seem to hint that if the Bill is not passed in its present shape it may be re-introduced in a more controversial form on a future occasion, but upon the point of compulsion—which is the only important point—it cannot, practically speaking, ever be made more controversial. The provision for scheduling counties by Order in Council might in a future Bill be withdrawn, and registration made at once universal, but the power to extend registration over the whole country is but feebly modified by the provision above referred to. Possibly Lord HALSBURY meant that the reforms in the existing system of registration will be dropped, but we can hardly credit him with intending to convey such a threat. It would be too preposterous, after the defects of the system have been pointed out and admitted, to hark back upon the enforcement of the unreformed system. Indeed any such attempt would lead to disastrous failure for the supporters of registration. The only chance for compulsory registration being got into working order at all is to sedulously remove the known causes of inconvenience. The fact is—and we are only repeating what we have said since the Bill was introduced—that the compulsory clause overshadows all the others, and this clause is the only one that has to be dealt with.

While allowing, therefore, all weight to Lord HALSBURY's statement, that the principle of compulsion is now invoked in favour of an amended system of registration, and admitting, as we are bound to do, that the enforcement of registration will be attended with less dislocation of business and general inconvenience than would have been the case under the former Bills, we cannot say that these so-called concessions form any ground for abandoning the opposition to compulsion. We decline, indeed, to regard the changes in the Bill as concessions at all in any proper sense of the term. They are a recognition of existing defects, and, since the evidence before the Select Committee, it has been the clear duty of the Lord Chancellor to introduce them purely in the interest of the system of voluntary registration under the Act of 1875. That system they will place on a sounder footing, and they will give it a better chance of success than its friends have hitherto been willing for it to enjoy. But the very fact that it is thus to be improved is really an argument against changing it from a voluntary to a compulsory system. In an improved form, says the Lord Chancellor, it will be free from objection, and so may safely be made compulsory. The reasoning should be the other way. In an improved form it will appeal more strongly to landowners and their advisers, and may safely be left to make its way by its own merits.

The gist of the whole matter is that voluntary registration has never yet had a fair trial. The system in force has been so cumbered by defects, often pointed out, but steadily persisted in, that many who would have been glad to make experiment of it have been frightened away. At length the defects are admitted, and an attempt is made to remove them. The occasion, therefore, is one, not for exchanging competition for compulsion, but for adhering to voluntary registration, and for giving to transfer by registration the chance hitherto denied to it of demonstrating its superiority over transfer by deed. Any improvement in the system of voluntary registration under the Act of 1875 is to be welcomed. We are quite willing that it should be encouraged by all legitimate means, and if in practice it is found to tend to general convenience, the fact will soon become known, and the adoption of the system in all suitable cases will follow. But this result should be attained by leaving registration to work upon its own merits.

But it any case the least that should be claimed is to have the test area defined in the Bill. Lord HALSBURY says that compulsory registration is to be introduced tentatively, and the result is to be carefully watched before it is extended, and of course we do not for a moment impugn the good faith of this declaration. But Lord HALSBURY is not able to speak with certainty as to the conduct of others who may control the working of the scheme; and apart from this, it is only right that so important a matter as the selection of the district which is first to be subjected to compulsion should be fully discussed. Moreover, till the success of this initial experiment is assured, there should be no power to apply compulsory registration elsewhere except upon renewed application to Parliament. If the Bill is modified in this manner, it would be much less open to objection, and a compromise upon these lines is the only one that should be entertained.

THE COUNTY COURT RULES (MARCH), 1897.

THESE rules, announced to come into force on the 25th of this month, have been suddenly suspended until the 25th of May. Whatever may be the reason of this somewhat unusual course—whether some formal requirement has been omitted, or second thoughts have raised doubts in the minds of those responsible for the rules as to their expediency—the delay is opportune, as it will give the public and the profession an opportunity of judging what would have been the effect of the rules as originally promulgated.

The only rule with which we intend now to deal is the one intended to amend the present procedure for giving leave to sue out of the district—*i.e.*, in a court in which the defendant does not reside or carry on business. The County Courts Act, 1888, s. 74, enables an action to be commenced, "by leave of the judge or registrar, in the court within the district of which the defendant, or one of the defendants, dwelt or carried on business at any time within six calendar months next before the time of commencement, or with the like leave, in the court in the district in which the cause of action or claim wholly or in part arose." The existing rules require a plaintiff seeking leave to apply to the judge or registrar on an affidavit of facts sufficient to bring them within the terms of this section. The words "by leave of the judge or registrar," are, no doubt, vague and comprehensive, but in practice they have been considered to mean that if the affidavit clearly shewed that the defendant had dwelt or carried on business for the prescribed time within the district of the court in which he was proposed to be sued, or that the cause of action, or part of it, had arisen within such district, he was entitled, *ex debito justitiæ*, to enter the plaint. An intelligible and sufficient sense was thought to be given to the words "by leave," if the plaintiff was required, instead of merely handing in a *præcipe* to a clerk in the office, to go before the judge or registrar with an affidavit of facts, leaving the court to decide whether he had stated with sufficient accuracy all the necessary facts. Giving leave is therefore, at present, by no means a matter of course; not infrequently it is a matter of difficulty. It is not every one who can say off-hand whether, in a given case, part of the cause of action has arisen within the district. There are numerous decisions covering the point, and it requires a skilled person to decide, in the various circumstances which arise, whether a particular plaintiff has or has not shewn enough to bring himself within those decisions. At any rate, the trade of the country has accommodated itself, especially in large commercial centres, to the practice. Wholesale traders in, say, Birmingham, Bristol, Liverpool, or Leeds, did, and now do, a large, and perfectly legitimate, business with retail customers all over the country by means of their travellers. The customer pays carriage on the goods consigned to him; this constitutes delivery to him in the district in which the consignor lives, and enables the consignor, if necessary, to sue in his own court, instead of having to travel with his witnesses to distant towns to recover what are in most cases admitted debts. We have some reason to think that leave is given under section 74 in about 10 per cent. of the total number of cases in which plaints are issued in the county courts, and this, according to the returns for the year 1895, would mean about 11,000 cases of leave granted. The facilities thus given have doubtless been occasionally abused by plaintiffs who speculate on the inability or disinclination of the defendant to come to the court to which he is summoned. But we doubt whether there is any abuse in as many as 5 per cent. of the local cases. Moreover the section is found to have a wider application than was at one time thought. Thus, in 1889 it was decided (*Read* v. *Brown*, 60 L. T. 250 C. A.) that an assignment of a debt entitled the assignee to sue in the court within whose district the assignment was made. That was thought to be a new and somewhat hard case. In 1893 it was for the first time decided that non-payment of the money for goods sold is part of the cause of action within section 74 (*Northey* v. *Gidney*, 1894, 1 Q. B. 99).

Read v. *Brown* was responsible for an attempt by the rule-making body to check the tendency of people to avail themselves of what had been declared to be the law. In 1892 a new rule was framed directing the judge or registrar "duly to consider the facts disclosed by the affidavit and exercise his discretion in each case as to the grant or refusal of leave in accordance with the circumstances, and where the plaintiff is assignee of a debt, in particular, to consider whether the proposed place of trial is less convenient to the defendant than it would have been had the debt not been assigned, and if he shall be of opinion that it was, to refuse leave." To say the least, this rule took a liberty with the Act. It substituted the words "in the discretion of" for "by leave of," and in the case of an assignment, it added a specific limitation as to convenience to the statutory right to sue.

The present rules go several steps further. On the 6th of February in this year a case arose in which the affidavit shewed that part of the cause of action arose within the district. Notwithstanding this, the judge refused leave to issue the summons and a Divisional Court declined to direct him to grant it, holding that he had a discretion in the matter. The authors of the new rule have been prompt to avail themselves of this decision. They consider that the forms of affidavit hitherto directed to be used in pursuance of the rule "only require the deponent to state facts which show that the judge or registrar has jurisdiction to grant leave, and do not require him to bring before the judge or registrar any other facts." They have therefore, in order to furnish material for discretion, directed the plaintiff to set forth:

"(*a*) The facts on which he relies as shewing that leave may legally be granted."

and further:

"(*b*) The facts on which here lies as shewing that *the balance of convenience* is in favour of leave being granted."

If the first condition be satisfied, but the second not, leave is to be refused. Nor is this all; even if leave be granted, the plaintiff is required to deposit in court a sum "reasonably sufficient" to meet any allowance which may be awarded for travelling expenses and attendance at court to a successful defendant in every case in which the residence or place of business of any proposed defendant is more than twenty miles distant from the court. Forms of affidavits, extending over seven octavo pages, are added, and among these the unhappy plaintiff must grope his way with more than an even chance of selecting the wrong one. Turning with some curiosity to these forms to discover what is meant by "balance of convenience" we find the following example:

"That the said C. D. was residing [or carrying on business, or staying as a visitor] at , within the jurisdiction of this court, when the transactions giving rise to the alleged cause of action took place, and the whole of such transactions took place within the jurisdiction of this court."

The 74th section of the Act says that if the defendant "dwelt or carried on business at any time within six calendar months next before the time of commencement" leave may be given. The rule requires as an additional condition "the whole of the transaction giving rise to the action" to have taken place within the jurisdiction." What is the meaning of "the whole of the transactions giving rise to the action"? It is evidently intended to be something different from "cause of action," or that shorter and well understood expression would have been used.

Take a case which may easily arise. A couple of men bargain about a horse at X. without coming to terms. The owner lives at A., the other man at B. Subsequently the horse is sold and delivered at A. Although the whole cause of action arises at A., leave cannot under the new procedure be granted to sue in the court at A., because a part of the transaction—namely, the incompleted bargain—took place at X. If this is not making new law by rule, it is very like it.

The way in which the assignee of a chose in action has been dealt with by the County Court Rule Committee is remarkable and instructive. He is legally entitled to sue in the court within whose district the assignment was made (*Read* v. *Brown*, *ubi supra*). The Rules of 1892, however, single him out for special treatment by directing that in his case in particular, the judge or registrar shall "consider whether the proposed place of trial is less convenient to the defendant than it would have been had the debt not been assigned." In 1894, CAVE, J., expressed an *obiter* opinion in *Reg.* v. *Pontypool County Court Judge* (63 L. J. Q. B. 702) that procedure by default summons was not applicable to an action by an assignee. In the next year appeared a new County Court Rule (ord. 5, r. 56) as follows: "An assignee of a debt or other legal chose in action shall not be entitled to issue a default summons under section 86 of the Act." Under what authority is this rule made? There was no decision on the point; the other member of the court, Mr. Justice WRIGHT, offered no opinion on it. But it was thought sufficient to justify a very stringent rule. In an ordinary case the plaintiff will have to shew that the "*balance of convenience*" is in favour of leave; but if the plaintiff happens to be the

assignee of a debt it has to be considered whether the proposed place of trial is "*less convenient to the defendant* than any other place in which he might have been sued"; moreover, the assignee is debarred by rule from issuing a default summons under any circumstances whatever.

We consider that the County Court Rule Committee have gone beyond their authority in imposing the restrictions to which we have called attention. It is for the Legislature, and not for them, to decide whether the assignee of a debt is an enemy of society, and to be subjected as such to disabilities to which other plaintiffs are not subject. Giving leave to sue out of the district may be a mode of procedure so liable to abuse as to require sharply checking. In that case it is for Parliament to check it, but not for five county court judges to smother it to death with rules. In fact, we believe that the judges are misinformed and misled. They see exceptional cases which come before them, and they assume the exception to be the rule. The question is not, except as a matter of principle, one which specially interests lawyers. If the trading community are satisfied, the worst that can happen will be a fertile crop of litigation and a good deal of extra trouble to plaintiffs' solicitors, which will no doubt be duly charged. As regards those in whose interests these rules have been made—retail traders and other debtors living at a distance from their creditors—it will probably be found that they will be made to pay for the extra risk and difficulty in malt, if not in meal. And with great respect to rule-making bodies in general, we venture to think that they are too anxious to remedy every case of real or supposed hardship which appears in the reports or arises before them by a new rule. The remedy is worse than the disease.

That these new rules as they stand are unworkable, and will lead to endless difficulty and delay, no one who reads them can doubt. It is to be hoped that before the 25th of May wiser counsels may prevail, and that the, doubtless, benevolent intentions of the County Court Rule Committee may be carried out, if at all, in some other shape.

LEGISLATION IN PROGRESS.

LAND TRANSFER.—The Land Transfer Bill has, upon the motion of the Lord Chancellor, been read a second time in the House of Lords.

WORKING MEN'S DWELLINGS.—The Working Men's Dwellings Bill, introduced by the Marquis of LONDONDERRY, has been read a second time in the House of Lords. The Bill provides that any local authority may, if it thinks fit, make advances to any workman to whom the Bill applies—*i.e.*, any mechanic, artizan, labourer, or other person working for wages, or any person working at some trade or handicraft, whose income does not exceed an average of £3 a week, and any clerk or shop or warehouse assistant whose income does not exceed £150 a year—for the purchase by such workman of the freehold or leasehold interest in the house in which he resides or intends to reside; but before a local authority makes any such advance it must be satisfied (*a*) that the workman actually resides, or *bonâ fide* intends to reside, in the house; (*b*) that the title to the house is good, that the sale is made in good faith, and that the price is reasonable; and (*c*) that the dwelling-house is in a sanitary and tenantable condition. The total advances made by a local authority are not to exceed one-eighth of the rateable value of the district, and no more than £150 is to be advanced to any one workman. The dwelling-house is to be held subject to certain conditions, including conditions for periodical repayments and to secure healthiness and freedom from overcrowding; and upon breach of any condition the local authority, after giving the owner an opportunity of remedying the breach, may sell. Provision is made for borrowing by local authorities for the purposes of the Bill.

DETENTION OF JURIES.—The Juries Detention Bill, introduced by Mr. LLOYD MORGAN, has been read a third time in the House of Commons. The Bill provides that upon the trial of any person for felony the court may, if it see fit, at any time before the jury consider their verdict, permit such jury to separate for the purposes of refreshment and rest in the same way and under the like circumstances as the jury upon the trial of any person for a misdemeanour are now permitted to separate. By an error in the print of the Bill, which it may be worth while to point out, it is proposed that the Act shall be entitled the Juries Detention Act, 1887.

It is announced that the operation of the County Court Rules of March, 1897, has been postponed from March 25th to May 25th.

REVIEWS.

BOOKS RECEIVED.

The Law of Nuisances. By EDMUND W. GARRETT, M.A. Cantab., Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

The Yearly Abridgment of Reports: being a Full Analysis of all Cases decided in the Superior Courts during the Legal Year 1895-6, so far as Reported to the end of December, 1896, in all the Reports; together with a Selection from the Scotch and Irish Reports, preceded by Complete Lists of all Cases, Statutes, and Rules Cited, and including a Copious Index to Points of Law Considered. By ARTHUR TURNOUR MURRAY, B.A. Oxon, Barrister-at-Law. Butterworth & Co.

CORRESPONDENCE.

LAND TRANSFER BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I write to testify my appreciation of your efforts on behalf of the profession and the public in regard to this matter. I feel there is not sufficient opportunity given for making our individual opinions known, but I also fear that many of us are so immersed in our business as not to be able to give the matter the attention that it demands. I have always felt that the proposal for the registration of land was fraught with so many disadvantages from an owner's point of view, that ere long owners would see it to be so and rise against the proposal. I have personally a very strong adverse opinion. Firstly, as a property owner, accustomed to deal considerably in land, I feel my operations will be greatly hampered and impeded by registration, and that the effect of registration must most certainly be to restrict dealings with land, such as I am accustomed to. Looking back, I can see that some of my purchases and many of my sales would practically have been prohibited had it been necessary for all transactions to pass through a public office. As a property owner I entirely fail to see any advantage in registration.

Speaking as a solicitor, I feel sure that our clients, the public, will only be put to much greater expense in land transfer than is the case now, whilst solicitors (if not robbed of their present exclusive rights) will have much more trouble than now in doing their work. From my experience of registered land, gained many years ago, I decided never again to advance money on mortgage of such land, and that if compelled to deal with any such I should charge double the ordinary costs. To carry through a simple mortgage for £10,000 took three months, and at the end of the time the certificate given by the registry was incorrect, for no land could be found represented by the number on the land certificate.

But it is *owners* who will feel the annoyance of registration most keenly; not, perhaps, the owner of a large country estate, who rarely has occasion to deal with his land, but that numerous body of owners having land in and around large centres of population, where the transactions of an individual owner will often be several a week, and where ease and rapidity in carrying them through is of the very first importance.

I should like to see more said publicly on this point, which is of very practical moment to the majority of property owners. With registration, speedy and cheap transfers must be a thing of the past.

I trust you will still stick to your guns. Those who father registration can have little idea of the present easy working, in the large majority of cases, of land transfer. S.

London, March 9.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I join heartily with your correspondent "Vigilans" in hoping that the Council of the Law Society will not relax their efforts in opposition to the scheme of this Bill. The so-called amendment as to compulsion is an attempt to defeat the opposition in detail. It would be deplorable if the profession should fail to shew a united front, or if its leaders should shew signs of vacillation.

Many of us are now anxious to see Mr. Wolstenholme's Bill introduced. It would, I believe, give all the advantages claimed for the Lord Chancellor's Bill without the vices inherent to a system worked by Government officials.

The Lord Chancellor's Bill, as amended, is still what it always was, an attempt to transfer the conveyancing business of solicitors to a public department, by forcing property owners to adopt a system which they decline to adopt voluntarily, and without regard to the vested rights acquired and dearly paid for by solicitors.

I would especially urge that the strength of the profession should not be underrated. You were good enough in 1889 to print a letter of mine (on p. 250 of vol. 33) in which I urged that the voting power of solicitors should be applied in defeating measures aimed at their

statutory rights. The method I suggested was the subject of some criticism at the time, but it has been put in force in places with marked success. I have myself found that a candidate for Parliament will sometimes hesitate to commit himself as to the merits of a Bill upon a technical subject of which he knows nothing, but he will appreciate at once the injustice of depriving solicitors of rights secured to them by statute, and in reliance on which they have spent large sums in entering the profession, and in consideration for which they have been heavily taxed.

The case of the public against the Bill on its merits is a good one, but that is no reason why the case against it on the ground of its injustice to solicitors should be lost sight of. Let the Council remember that their primary duty is to the profession, although the interests of the profession and the public are generally (as they are in this instance) identical.

The following passages have been quoted before in your pages. It is, however, interesting to recall them.

At the annual dinner of the Liberty and Property Defence League in 1893 Lord Halsbury spoke as follows: "There were certain principles which ought to be associated with every State that claimed to be free—the principles that . . . if a man made a bargain he should recognize it as an honest man, and not try through the intervention of Parliament, or any other body, to get out of it."

And shortly before these words were uttered, Mr. Thomas Marshall, at the Leeds Incorporated Law Society, speaking of solicitors, said: "They knew well that the Government which gave them their license, and made them pay for it, was shewing a disposition to compete in business with its own licensee. As a commercial transaction between man and man, that would be promptly checked by the interference of the courts." A SOLICITOR.

London, March 9.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It seems to me the duty of the profession to oppose by all proper means the compulsory clauses of this Bill, and I venture to suggest that the solicitors in each Parliamentary division should join in laying before the member for such division their objections to it. All the solicitors I have spoken to on the subject are unanimous on the point.

It would, I think, be very desirable that the Incorporated Law Society should print a concise statement of the reasons for opposition to the Bill; leaving a space below for signatures, and cause it to be distributed through the provincial law associations, &c.

In one division in which I vote, the solicitors are, I think, strong enough to turn the election, and though our member has promised me and others to vote against the compulsory principle, some such course as I suggest may prevent any "wobbling." W.

Manchester.

THE NEW COUNTY COURT RULES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There seem to be a feeling in some quarters that it is a great disadvantage to a defendant in a county court action to be sued in a court out of his own district, and the new rules are calculated to compel plaintiffs, as far as possible, to commence their actions in the defendant's district.

I venture to suggest, however, that, as a matter of fact, by far the larger number of defendants have no necessity or desire to appear at the court, and that when they are sued in the plaintiff's district they not only avoid the publicity of being sued in the neighbourhood where they are known, but they also escape the payment of travelling expenses. The tendency of the new rules would be to force on them the publicity I have referred to, in their own neighbourhood, as well as the ultimate payment of the travelling expenses of the plaintiff and witnesses in coming to the defendant's district.

It may be admitted that a few defendants, who have—or think they have—a good defence, prefer, when sued out of their district, to suffer judgment rather than incur the risk of not recovering their travelling expenses from the plaintiff, but so far as an opinion can be formed, their number is very small, and I submit that ord. XII., r. 9, already affords a sufficient protection in such cases, and that if a copy or summary of that rule were printed on the summons the defendant could have no cause of complaint if he did not take advantage of it.

In conclusion, I would suggest on behalf of the plaintiffs that the payment of a deposit before any defence has been alleged would be merely an unnecessary annoyance to a well-to-do plaintiff, but might be a great hardship to a poor one. The latter might be perfectly solvent, but not able to spare the ready money either for the deposit or for his own and his witnesses' travelling expenses—in the one case, moreover, the money might remain idle in court for some months, and in the other be only recovered, if at all, in small instalments.

March 10. M. A.

DONOVAN *v.* LAING &c., SYNDICATE (LIM.)

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is *Donovan* v. *Laing, &c., Syndicate (Limited)* (C. A. 1893, 1 Q. B. 629) applicable to the following facts?

On the Liverpool docks the Mersey Docks Board will not allow any cranes for discharging cargo to be used except their own, and insist that their servants shall drive the cranes. A charge of £1 per day is made for the use of the crane and the driver's services. The driver is a permanent servant of the board—paid weekly. He is not paid by the shipowner. The shipowner has no choice in the selection of the driver. The driver is a specially trained man. The Board can at will, without any permission of the shipowner, change the driver during the work. The shipowner cannot discharge the driver. If he is dissatisfied with a driver he must go to the board's officials and complain, and the officials can please themselves whether they put on another man, and if they did they would select whom they liked.

Such were the facts in a recent case in the Court of Passage, Liverpool. The judge held that *Donovan's case* applied, and that the crane driver was not the servant of the Docks Board whilst working the crane, as he was then acting under the orders of the stevedore's hatchman. The hatchman gave the signal to the crane driver when to raise and lower the crane chains.

It seems to me that the decision in *Donovan's case* does not apply. In that case the crane and man were obtained from a private firm on a continuous contract, and the hirers could have objected to the crane or the driver if either were unsuitable. Lord Esher, in his judgment, says the hirers could discharge the driver; but in the case I have put the hirers had no right of selection or of discharge, and could not compel the board to put on a fresh man. Suppose the board sent a driver so negligent that he injured the crane itself, would it not be absurd to say that the board could sue the hirer for the fault of the man selected by the board? Yet such is the logical result if the defence be good that the driver is the hirer's servant. Is it not more accurate to put it thus:—That if the driver cause injury by reason of obeying the orders of the stevedore or his men then the stevedore is liable; but if the driver disobey or disregard the orders of the stevedore, and thus, on acting on his (the driver's) own motion, cause damage, the board would be liable. In other words, so long as (and only so long as and while) the driver is acting under the orders of the stevedore, he is the latter's servant. The moment he ceases so to act he ceases to be the servant of the stevedore.

The matter is of very great importance. Owing to the jury in the case in the Passage Court having found against the plaintiff on the facts (that in that case the driver was not negligent), it is impossible to test by appeal whether the decision in *Donovan's case* applies. Possibly some of your correspondents might give the public the benefit of their opinions on the subject. J. OGLE.

46, Crown-street, Liverpool, March 8.

P.S.—For the information of those unacquainted with Liverpool, I ought to mention that the Mersey Docks Board are constituted by Act of Parliament, and have exclusive control of the docks and power to make regulations concerning the work that goes on at the docks.

MARRIED WOMAN TRUSTEE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We doubt if it is generally understood that *Re Harkness and Allsop's Contract* (44 W. R. 683) applies to all cases where a married woman trustee conveys land.

In a recent transaction the question arose whether A. and B. (a married woman), executors, who were also beneficiaries under the will, could transfer a mortgage for £1,000 to A. on account of his share without the concurrence of B.'s husband and an acknowledged deed. We advised that they could not, but there must be many cases prior to the recent decision where conveyances have been made by married woman trustees without their husband's concurrence which will cause difficulty in the future.

At present a married woman can accept a trusteeship as if a *feme sole*, but cannot convey lands, the subject of the trust, without the husband's concurrence—a result, to say the least of it, rather anomalous, and which could easily be remedied by a short Act.

March 7. SUBSCRIBER.

ESTATE DUTY ON LAND GIVEN ON TRUST FOR SALE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I observe a suggestion in your last number (p. 308), to the effect that a purchaser may not be safe in acting on the opinion of the Inland Revenue authorities with respect to the payment of estate duty.

Such an opinion no doubt could not always be adopted as a guide in future cases, but I apprehend that it would bind the office in the

particular case in which it was given: see *Earl Howe* v. *Earl of Lichfield* (35 Beav. 370). This case is thirty years old and has never been questioned.

On a somewhat similar principle, it has been held that Crown officials can by receiving rent under a lease waive a forfeiture, even though they had no power expressly to release it (*Bridges* v. *Longman*, 24 Beav. 27). W.

[See observations under head of "Current Topics."—Ed., *S.J.*]

NEW ORDERS, &c.

THE COUNTY COURT (STANNARIES JURISDICTION) RULES, 1897.

MEMORANDUM.

These Rules have been drafted to regulate the procedure in matters transferred to the County Courts of Cornwall from the Court of the Vice-Warden of the Stannaries under the Stannaries Court (Abolition) Act, 1896.

They provide:—

1. That in the winding up of companies the procedure shall be under the Companies Acts, as in other winding-up cases.
2. That ordinary County Court cases are to be conducted under the County Court Rules.
3. That cases beyond the ordinary jurisdiction shall be conducted, in the main, under the County Court Rules, with some few special Rules.

Rule 27 provides that the fees to advocates and counsel may be increased in cases beyond the ordinary jurisdiction, as such cases are often of an important character.

February, 1897.

These Rules may be cited as the County Court (Stannaries Jurisdiction) Rules, 1897, or each Rule may be cited as if it had been one of the County Court Rules, 1889, and had been numbered therein by the number of the Order and Rule placed in the margin opposite each of these Rules.

An Order and Rule referred to by number in these Rules shall mean the Order and Rule so numbered in the County Court Rules, 1889, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1889.

ORDER LC.

The Stannaries Court (Abolition) Act, 1896 (59 & 60 Vict. c. 45).

1. Proceedings commenced in a County Court under the jurisdiction and powers transferred to and vested in such Court under the Stannaries Court (Abolition) Act, 1896, shall be regulated by the following Rules.

Sittings of the Court.

2. The days of the sitting of the Court shall be those appointed for the transaction of the ordinary general business of the Court held in the city or town mentioned in the name of the Court, or such other days as the judge may from time to time appoint, either generally as days on which cases commenced under the Stannaries Jurisdiction will be tried, or specially for the trial of any particular action, matter, or other proceeding.

3. The judge may try or partly try any action, matter, or other proceeding at any place within the district of the Court as fixed for the purposes of the Stannaries Jurisdiction.

4. Where application is made to the judge for the trial or part trial of an action, matter, or other proceeding at a place in which a Court is not holden, the party making the application shall file a præcipe undertaking to provide at his expense a place to the satisfaction of the judge in which the action, matter, or proceeding may be tried, and to pay the necessary expenses of the judge and officers so attending.

Pursers' and Creditors' Suits abolished.

5. Pursers' and creditors' suits shall be abolished.

Winding up of Companies.

6. Proceedings for the winding up of companies shall be regulated by, and costs in such proceedings shall be taxed under, the statutory provisions, rules, and scales of costs for the time being in force for the winding-up of companies in the County Courts.

7.—(1) Solicitors practising as advocates according to the usage prevailing in the Stannaries Court before the first day of January, 1897, will be recognized as such, and entitled to fees as such, when they appear in the character of advocates in any winding-up proceedings before the judge in person at any sitting of the Court; but charges in both characters in respect of the same matter or act done in Court by the same solicitor will not be allowed.

(2) In attendances before the judge out of Court, or before the registrar, solicitors will be considered as attending in that character only, and entitled to fees and necessary expenses, &c., as such.

(3) Upon attending as advocates they will be entitled to fees not exceeding the following:—

On the hearing of any original petition, £2 2s. to £5 5s.

On motions of course, 10s. 6d.

Other motions, £1 1s.

(4) On the hearing or argument of or upon a special motion in any winding up, the registrar will be at liberty to treat it as an original petition, and allow fees of advocates accordingly.

(5) On the winding up of companies the registrar in taxing the costs of advocates or solicitors' fees is to have regard to the solvency of the estate or fund, the importance of the matters in issue, and the pecuniary value of the interests involved.

(6) When counsel are retained to attend before the Court, or before the judge out of Court, or upon the examination of witnesses out of Court, the usual and reasonable fees of counsel for such attendance may be allowed on taxation, if in the opinion of the Court such attendance be desirable.

(7) In the allowance to witnesses the scale of allowances sanctioned by the County Court Rules is to be adopted.

Actions or Matters within Limits of County Court Jurisdiction.

8. Proceedings in actions or matters within the limits of the ordinary jurisdiction of the County Courts under the County Courts Act, 1888, shall be regulated by, and costs in such proceedings shall be taxed under, the statutory provisions, rules, and scales of costs for the time being in force in the County Courts.

Actions or Matters beyond Limits of County Court Jurisdiction.

9. Proceedings in actions and matters exceeding the limits of the ordinary jurisdiction of the County Courts under the County Courts Act, 1888 (hereinafter called proceedings under the Stannaries Jurisdiction), shall be regulated by the following rules.

10. The records and papers in any proceeding under the Stannaries Jurisdiction shall be intituled with the name of the Court, and marked with the words "Stannaries Jurisdiction."

11. All actions, suits, and proceedings which before the first day of January, 1897, were called actions, and commenced in the Stannaries Court by writ of summons, shall be called actions, and shall be commenced by entering a plaint and issuing a summons.

12. The præcipe for the entry of a plaint, and the particulars, shall state an address for service, which shall be within the district of the Court, and at which it shall be sufficient to leave all instruments and documents in the action required to be served upon the plaintiff.

13. Immediately on the filing of the præcipe the registrar shall enter a plaint and issue a summons. Such summons shall be an ordinary summons, unless the claim of the plaintiff is for a debt or liquidated money demand, in which case the plaintiff may at his option cause a default summons to be issued in accordance with section 86 of the County Courts Act, 1888.

14. Where an ordinary summons is issued, such summons shall be made returnable on a day not less than thirty clear days from the filing of the præcipe, unless all parties concur in asking for an earlier day to be fixed. If the judge has already appointed a day or days within two months from the date of the filing of the præcipe for the hearing of cases commenced under the Stannaries Jurisdiction, the summons shall be made returnable on such day or one of such days. If no such days have been appointed, the registrar shall before issuing the summons apply to the judge to fix a day on which the action will be heard, and the summons shall be made returnable on the day so fixed.

15. Particulars of demand shall be filed at the time of the entry of the plaint, and a copy thereof shall be forthwith sent to the judge.

16. The summons, whether an ordinary or a default summons, may be served by any person by whom a default summons may be served. If it is served on any defendant otherwise than by a bailiff, and such defendant does not appear or give notice of defence or of admission of the claim, proof of service shall, before judgment is entered against such defendant, be made in the manner required for proof of service of a default summons.

17. An ordinary summons shall be served at least twenty clear days before the return day, unless the defendant consents to accept shorter service. If it is not so served the plaintiff shall apply to have a fresh day fixed for the hearing, so as to admit of service being effected in accordance with this rule.

18. Where a defendant to a default summons gives notice to defend, a day shall be fixed for trial, and the registrar shall send by post to both plaintiff and defendant notice of trial at least twenty clear days before the day so fixed. If the judge has already appointed a day or days within one month of the day on which notice of intention to defend is received by the registrar, for the hearing of cases commenced under the Stannaries Jurisdiction, the registrar shall fix such day or one of such days for the trial. If no such days have been

appointed, the registrar shall apply to the judge to fix a day on which the action will be heard, and shall give notice of trial for the day so fixed.

19. A defendant to an ordinary summons may enter an appearance in such an action by filing a præcipe.

20. Where a defendant gives notice to defend a default summons, or enters an appearance to an ordinary summons, the notice of intention to defend or of appearance shall state his name, address, and description, and if he appears or defends by a solicitor, the name of his solicitor, and shall also state an address for service, which shall be within the district of the Court, and at which it shall be sufficient to leave all instruments or documents in the action required to be served on such defendant.

21.—(1) The parties to an action may at any time before the return day agree upon and file a statement of the issues to be tried.

(2) If no such statement is filed, or if it appears to the judge that the issues of fact in dispute are not sufficiently defined by the statement filed, the judge may direct the parties to prepare and file issues or further issues, as the case may be.

(3) If the parties are unable to agree upon a statement of the issues or further issues, any party may, whether the judge has or has not directed issues or further issues to be filed, apply under Order XV. to have the issues or further issues settled by the Court; and such issues or further issues shall be settled accordingly by the registrar, or, if the parties so request, by the judge.

22. (1) Where a defendant intends to object to the jurisdiction of the Court he shall file a notice of such objection, together with a concise statement of the grounds thereof, at least ten clear days before the return day; and the provisions of Order X., rule 10, shall apply to any such notice, or any failure to give such notice.

(2) Where such notice is given, any party may apply to the judge in accordance with Order XV. for an order directing that the question of jurisdiction be decided separately before the action is brought on for trial; and the judge may make such order accordingly, or may direct that the decision of such question be reserved till the hearing of the action.

23. Notice of a demand for a jury shall be given in writing to the registrar fifteen clear days at least before the return day, and the summons to the intended jurors shall be delivered to the bailiff forthwith.

24. Subject to the foregoing rules, the proceedings in an action commenced under the Stannaries Jurisdiction shall be regulated by the statutory provisions and rules for the time being in force regulating the proceeding in actions in the County Courts.

25. Where no other provision is made by the statutory provisions or rules for the time being in force, the practice and procedure in force in the High Court of Justice shall apply to proceedings commenced in a County Court under the Stannaries Jurisdiction. Provided that the procedure under Order XIV. of the Rules of the Supreme Court shall not be resorted to in the County Court.

26. If in the course of any action or matter which has been commenced as being within the limits of the ordinary jurisdiction of the County Court it appears that the subject-matter of such action is beyond such limits, but within the limits of the Stannaries Jurisdiction, the proceedings shall not be invalidated, but the action shall thenceforth proceed in all respects, as to costs and otherwise, as if it had been commenced under the Stannaries Jurisdiction: And in like manner, if in the course of any action which has been commenced under the Stannaries Jurisdiction it appears that the subject-matter of such action is within the limits of the ordinary jurisdiction of the County Court, the proceedings shall not be invalidated, but such action shall thenceforth proceed in all respects, as to costs and otherwise, as if it had been commenced as being within the limits of the ordinary jurisdiction of the Court.

27. The costs of actions commenced under the Stannaries Jurisdiction shall be allowed and taxed according to the rules and scales of costs for the time being in force in the County Court, and applicable to the subject-matter of such actions.

Provided as follows:—

(1) Such actions shall be within Order L.A., rule 7.

(2) Where costs are taxed under column C, the fees allowable under items 70 to 73 may be increased at the discretion of the registrar, subject to review by the judge, or by special order of the judge under Order L.A., rule 7, to any sums not exceeding the following; that is to say,

	£	s.	d.
Item 70 may be increased to	5	5	0
Items 71 to 73 may be increased to . . .	3	3	0

(3) Where costs are taxed under column C, reasonable fees may be allowed to counsel in excess of those mentioned in items 85 to 94, in respect of the matters referred to in such items, at the discretion of the registrar, subject to review by the judge, or by special order of the judge, under Order L.A., rule 7.

(4) Where proceedings are taken for which no provision is made by the rules or scales of costs, reasonable costs may be allowed in respect of such proceedings by the registrar, subject to review by the judge, or by special order of the judge, not exceeding those which may under the scales or these rules be allowed in respect of proceedings of a like nature.

We, Alfred Martineau, Henry J. Stonor, Richard Harington, William L. Selfe, and William Cecil Smyly, being Judges of County Courts, appointed to frame Rules and Orders for regulating the Practice of the Courts and Forms of Proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed) ALFRED MARTINEAU.
HENRY J. STONOR.
RICHARD HARINGTON.
WM. L. SELFE.
WM. CECIL SMYLY.

Approved (Signed) HALSBURY, C.
RUSSELL OF KILLOWEN, C.J.
F. H. JEUNE, P.
A. L. SMITH, L.J.
R. ROMER, J.
GAINSFORD BRUCE, J.
H. H. COZENS-HARDY.
JOSEPH ADDISON.

I allow these Rules, which shall come into force on the first day of March, 1897.

(Signed) HALSBURY, C.

The 15th day of February, 1897.

COUNTY COURT FEES UNDER THE STANNARIES COURT (ABOLITION) ACT, 1896.

Notice is hereby given, in pursuance of section 1 (i.) of "The Rules Publication Act, 1893," that the Lords Commissioners of Her Majesty's Treasury, with the concurrence of the Lord Chancellor, propose to make an Order under the powers given them by section 165 of "The County Courts Act, 1888," as to the fees to be paid on proceedings in County Courts under "The Stannaries Court (Abolition) Act, 1896," and that copies of the Draft Order may be obtained from the Superintendent of the County Court Department of the Treasury, Whitehall, London; and further, that their Lordships, with the Lord Chancellor's concurrence, have directed that such Draft Order shall come into operation as from the 2nd of March, 1897, as a provisional order, and shall continue in force until such date as it is made in pursuance of section (i.) 2 of "The Rules Publication Act, 1893."

March 5, 1897.

THE FINANCE ACT, 1894, s. 20.

ORDER IN COUNCIL.

26th February, 1897.

Whereas, by the twentieth section of "The Finance Act, 1894," it is enacted that Her Majesty the Queen may, by Order in Council, apply that section to any British Possession, where Her Majesty is satisfied that, by the law of such possession, no duty is leviable in respect of property situate in the United Kingdom when passing on death.

And whereas Her Majesty is satisfied that by the law of the Province of New Brunswick, in the Dominion of Canada, no duty is leviable in respect of property situate in the United Kingdom when passing on death.

Now, therefore, Her Majesty, by virtue and in exercise of the power by the aforesaid Act in Her Majesty vested, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, that the twentieth section of "The Finance Act, 1894," shall apply to the aforesaid Province of New Brunswick, in the Dominion of Canada.

C. L. PEEL.

The members of the Central Criminal Court Bar mess dined together on the 4th inst. at the Trocadero Restaurant. The chair was taken by Mr. Besley, Q.C., who was supported on his right by the Lord Mayor, and on his left by Sir Forrest Fulton, Q.C.

Apparently no subject, says the *Westminster Gazette*, is protected from the advanced school of American journalism. A startling instance has just been obtruded upon the notice of an eminent Q.C.—one of the leaders of the English bar—who has received the following extraordinary letter—viz.: "The editor of the *New York Journal* notifies me that he is preparing an elaborate and notable Easter edition, to be filled with articles of a most important character. He bids me to present his compliments to you, and to ask you if you will be so good as to write a short argument on the subject of 'Christ's Rising from the Dead,' stating whether, in your opinion, there is any evidence of this which *would be acceptable in a court of law*." Needless to say, the busy and learned recipient of this extraordinary letter has replied that he has neither time nor disposition to write such an article.

CASES OF THE WEEK.

Court of Appeal.

SIMPSON v. HUGHES. No. 2. 9th March.

SPECIFIC PERFORMANCE—SALE OF LAND—CONCLUDED AGREEMENT—CORRESPONDENCE—ENQUIRY AS TO TIME FOR COMPLETION—IMPLICATION OF REASONABLE TIME—NEW TERM IN ACCEPTANCE.

This was an appeal by the defendant G. F. Armstrong from a decision of Romer, J. (reported *ante*, p. 170). The question was whether letters which had passed between the agent of the defendant Hughes and the plaintiff constituted a binding contract for the sale of certain real estate. On the 7th of November, 1895, Charlton, the agent, wrote to the plaintiff: "Mr. Hughes has received an offer for the Wray estate of £1,700, which he has refused. He will take £2,000. Are you disposed to purchase at that price?" Simpson replied on the 8th of November, 1895: "I had not wished to give so much, but have decided to accept Mr. Hughes's offer, and will give the £2,000 he asks for the freehold of the Wray property. I should like to know from what time Mr. Hughes wishes the purchase to date. . . . You don't mention the fences, but I should be obliged if they may be seen to at once, as they really need attention." Simpson contended that these letters constituted a binding contract for the sale of the property to him. Hughes did not dispute this; but Professor Armstrong, who alleged that, shortly after the date of the letters between Simpson and Charlton, Hughes had entered into an agreement to sell the same property to him, contended that what was said about the time for completion and about the fences shewed that there were important matters as to which the parties had not yet agreed, that the whole was still in the stage of negotiation, and that there was no concluded agreement. Romer, J., decided that the letters of the 7th and 8th of November, 1895, did constitute a concluded agreement, and Armstrong appealed. It was argued that the question of time for completion was reserved by the parties for later consideration, and that therefore the ordinary rule as to a reasonable time did not apply; and also that what was said about the fences made the letter of the 8th of November really a new offer.

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said: This case comes before us in a somewhat curious way. The question is whether two persons, Simpson and Hughes, have entered into a contract for the sale of land. The first point to be considered is, Is the letter of the 7th of November, 1895, an offer for acceptance at all, or is it nothing more than an invitation to negotiate? When you read the previous correspondence there can be no difficulty in saying that this is a definite offer—the last stage of the negotiations so far as the vendor is concerned—and not a mere invitation to negotiate. But it is said that the words, "I should like to know from what time Mr. Hughes wishes the purchase to date," leave the matter still open, because no time has been fixed for completion. It is very common in purchases of freehold estates that people agree to buy and sell without mentioning any time for completion; and if they do not mention any time the legal inference is that they agree to complete in a reasonable time. Does this passage in the letter of the 8th of November exclude that which would otherwise be the inference as to the time for completion? It has been argued that it does; and I agree that if it was so worded as to fix a time, or if it contained a statement that there was to be a particular time allowed for completion, that might be regarded as a new offer. But Simpson does not bind himself to accept any time that Hughes may wish to fix. Nor could Simpson have got off his bargain because he did not like the time named by Hughes. Then there is another paragraph which is relied upon—that about the fences. But whatever that means it is not a condition attached to the acceptance. We know that Simpson was the tenant of a portion of the property, and it is quite possible that those words refer to something to be done by Hughes as landlord. Certainly there is nothing to justify the construction contended for. I do not think there is anything in this letter which detracts from the effect of the first paragraph, which is a positive acceptance of the offer contained in Charlton's letter.

A. L. SMITH and RIGBY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Neville*, Q.C., and *O. Leigh Clare*; *Eve*, Q.C., and *Henry Fellows*; *G. P. C. Lawrence*. SOLICITORS, *Talbot & Quayle*; *Hyde, Tandy, Mahon, & Sayer*; *Meredith, Roberts, & Mills*, for *Birch, Cullimore, & Douglas*, Chester.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

***Re* SCOWBY, SCOWBY *v.* SCOWBY.** No. 2. 4th March.

PRACTICE—COSTS—ADMINISTRATION ACTION—PAYMENT TO TRUSTEES UNDER ORDER OF COURT—STAY OF ORDER—JURISDICTION—DELAY—R. S. C., 1883, ORD. 65, R. 11.

Appeal from a decision of Kekewich, J. In April, 1883, an action, *Re Scowby, Scowby v. Lee*, was commenced for the administration of the testator Francis Scowby's estate, the defendant being the sole surviving trustee of the will of the testator. In December, 1885, Lee retired from the trusteeship, and by an order made by Bacon, V.C., in chambers John Coward and Mary Scowby, the uncle and mother of the infant plaintiffs, were appointed trustees in his place. The chief clerk's certificate was dated the 23rd of December, 1886, and by it the whole estate was estimated to be of the value of between £10,000 and £11,000. By an order made by Kay, J., on further consideration on the 8th of February, 1887, a reference was directed to the taxing-master to tax the costs of the plaintiffs and defendants in the action. By his certificate, dated the 11th of July, 1887, the taxing-master taxed the costs of the various parties at £3,586, the greater part of these costs having been incurred in litigation as to two small houses forming part of the testator's estate. By an order dated the 22nd of July, 1887, purporting to be made by Kay, J., the trustees were ordered to raise by mortgage of the property specifically bequeathed to the beneficiaries money sufficient to pay the two several sums of £1,898 and £1,683 for costs, and pay the money so raised into court. The greater part of this money had been raised, but none of it had been paid into court, and a considerable part of it was stated to have been received by Mr. Dalton Miller, of the firm of Dalton Miller & Co., solicitor to the trustees. In November, 1890, Mrs. Scowby was adjudicated bankrupt, and in December, 1890, an originating summons was taken out against Mrs. Scowby asking for the appointment of two new trustees of the will of Francis Scowby and administration of the estate so far as necessary. Delay having occurred in the appointment of new trustees another summons was taken out in April, 1891, for the same purpose, the defendants being Mrs. Scowby and Mr. John Coward. The two summonses were adjourned to Kekewich, J., and on the 4th of February, 1892, two new trustees were appointed on the first summons in the place of Mrs. Scowby, and certain costs were directed to be paid to Mrs. Scowby and John Coward by the new trustees out of the trust estate. On the second summons on the 23rd of December, 1892, another trustee was appointed in the place of John Coward, who consented to retire, and certain costs were directed to be paid to Mrs. Scowby and John Coward by the new trustees out of the trust estate, and there was a reference to tax the costs of the parties. Coward was also directed to convey the trust estate to the new trustees. This he refused to do unless the costs owing by him to the trustees' late solicitor, Dalton Miller, were paid. The new trustees considered that the trust estate had been wasted to the extent of £3,500 by unnecessary and extravagant litigation, and took out a summons on the 15th of June, 1896, asking that all costs under the orders of the 4th of February, 1892, and the 23rd of December, 1892, directed to be taxed and paid to Dalton Miller & Co. should be disallowed. Kekewich, J., on the 17th of December, 1896, ordered that the taxation of costs should proceed, but that the applicants (the new trustees) should not pay any of the costs of the defendants John Coward or Mrs. Scowby, until the moneys directed to be paid into court by them under the order of the 22nd of July, 1887, should have been so paid in. John Coward appealed, and urged that the default was merely a technical default in form; the money had been raised, and had been used in payment of costs, though it had not been paid into court for that purpose; further, the court had no jurisdiction to alter the orders, and even if it had jurisdiction this was not a case for the intervention of the court after this lapse of time.

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the case had taken a great deal of time, which had not been ill-spent, because it had brought to light a state of circumstances which brought great discredit on Chancery proceedings in chambers. On the question of jurisdiction, his lordship could not suppose for a moment that there was no power to make such an order as that made by Kekewich, J.; he could not conceive the slightest difficulty in upholding the jurisdiction. Technically the learned judge had jurisdiction to make the order, and technically he was right in making it. But further, one must look and consider whether any injustice would be done to Mr. Coward by such an order. The substance of the application was to prevent Dalton Miller's representatives getting more costs, they having already obtained more than they were entitled to. There was nothing in this case to shew that an inquiry should not be ordered, as in the case of *Brown* v. *Burdett* (36 W. R. 225, 37 Ch. D. 207; and 37 W. R. 533, 40 Ch. D. 244), but knowing that such an inquiry would be very expensive, the court did not propose to order one, though it had absolute jurisdiction to do so. It would be wrong and a scandal to upset Kekewich, J.'s, order. The appeal must be dismissed with costs.

A. L. SMITH and RIGBY, L.JJ., gave judgment to the same effect, agreeing that the court had jurisdiction to make the order, that the order was perfectly satisfactory, and no injustice was done. Appeal dismissed.—COUNSEL, *Bramwell Davis*, Q.C., and *Dunham*; *Warmington*, Q.C., and *H. M. Humphry*. SOLICITORS, *Gedge, Kirby, & Millett*; *Torr & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

ALCOY AND GANDIA RAILWAY *v.* GREENHILL. Stirling, J. 3rd, 4th, 5th, and 6th Nov., and 27th Feb.

CONTRACT—INDEMNITY—RIGHT OF PERSONS BENEFICIALLY INTERESTED TO SUE IN THEIR OWN NAME—SURETY—SET OFF.

This was an action by the plaintiff company to recover from the defendants a sum of £10,500 in the hands of the defendants, and also a further sum of £10,500 for which it was alleged the defendants were liable on their contracts. By counter-claim the defendants sought to recover similar sums from the Trustees and Executors Corporation, and to enforce against them a guarantee given to the company in 1891. Various questions arose on the contracts, but the only points on which the case is reported were, first, whether there were special circumstances in the case which would enable the contractors to sue the corporation by counter-claim; and secondly, whether the corporation could set off a sum of £35,000 which was not a debt due to the contractors, but, at the time when the action was brought, might have been recovered by the corporation from

the company. The facts were as follow: The plaintiff company was incorporated in 1889 for the purpose of constructing and working a railways from Alcoy to Gandia, in Spain, and making a harbour at the last-mentioned place. The defendants were contractors who undertook the construction of the works. By an agreement between the company and the contractors, dated the 21st of November, 1889, the price to be paid for the construction of the works was fixed at the whole capital of the company, whether in shares or debentures. The money as received was to be paid into the bankers and made applicable for payment to the contractors in cash. By an agreement between the contractors and the bankers, dated the 10th of December, 1889, a sale of certain shares and debentures and an issue to the public was agreed upon; and by a subsequent agreement the bankers agreed to guarantee the interest on the debentures and preference shares for two years from the commencement of the works, by the expiration of which time the works were to be completed. During the progress of the works the bankers turned their business into a limited liability company. The plaintiff company agreed to leave the money with the limited company on being guaranteed from loss by the Trustees and Executors Corporation. The guarantee was given, and the contractors assented to this arrangement. The limited company eventually went into liquidation. The contractors, owing to circumstances over which they had no control, failed to complete the works within two years from January, 1890. An extension of time was granted till the end of May, 1892, but the plaintiffs alleged that the works were not completed till January, 1893. Subsequently this action was brought, and on the application of the company the matters in dispute were referred to arbitration, and the arbitrator made his award in November, 1894.

STIRLING, J., after deciding the questions raised between the company and the contractors, continued: In April, 1891, Messrs. Murietta, who were the bankers of the company, converted their business into a joint-stock company. The plaintiffs, on being guaranteed from loss by the Trustees and Executors Corporation, agreed that the joint-stock company should continue to act as their bankers. Upon my construction of the effect of this guarantee I think that if Muriettas (Limited), having sufficient funds in their hands, failed to honour a cheque drawn by the railway company for the purpose of making a payment to the contractors, the company would be bound at the request of the contractors, upon receiving proper indemnity from the contractors, to take steps for enforcing their rights against the corporation. In the present case, however, the contractors have themselves by their counter-claim sued the railway company and the Trustees and Executors Corporation. It is established by the cases of *Travis* v. *Milne* (9 Hare 141), *Yeatman* v. *Yeatman* (26 Ch. D. 210, 26 W. R. Dig. 6), and *Meldrum* v. *Scorer* (56 L. T. 471, 35 W. R. Dig. 155), that a party beneficially interested can sue in his own name under special circumstances. In the absence of special circumstances, therefore, the court would compel proceedings to be taken by the railway company against the Trustees and Executors Corporation for enforcing the guarantee. In the present case there are, however, special circumstances. An agreement was entered into in April, 1893, to put an end to certain actions brought by the railway company against Muriettas and the Trustees and Executors Corporation, but claims of the contractors and the plaintiff company on their behalf were excepted from the settlement. The company have bound themselves to resist the claims of the contractors, and I think this is a special circumstance within the rule laid down by Turner, L.J., in *Travis* v. *Milne*, which would justify the contractors in suing in their own name. Now we come to the last point. It is admitted that at the time the action was brought there was a debt due from the contractors to Muriettas & Co. to the amount of £35,000, and that Muriettas & Co. are to the extent of £35,000 the beneficial owners of the balance now sued for by the contractors, and the Trustees and Executors Corporation insist that as they are only guarantors and Muriettas are the principal debtors in respect of this balance, it would be inequitable that the contractors should be allowed to recover this amount against them. In answer it is said that the rights must be treated as defined at the commencement of the winding up, and cannot be varied by subsequent agreement, and the case of the *Milan Tramways Co.* (32 W. R. 601, 25 Ch. D. 587) is relied on. Accepting this principle, I find that Muriettas had at the commencement of the winding up a good set-off to any claims of the contractors to the extent of £35,000. Their debt, however, was due at law to the railway company, and could not ordinarily be set off if that company were plaintiffs. But if that company were suing as trustees for the contractors, then on the principle of *Clark* v. *Cort* (1 Ch. & Ph. 154), and also *Thornton* v. *Maynard* (L. R. 10 C. P. 695, 24 W. R. Dig. 40), the set-off would be available; *a fortiori* it would be available where the contractors are entitled, as I hold, to sue in their own name. Then comes the question whether the sureties can avail themselves of the set-off. *Bechervaise* v. *Lewis* (20 W. R. 726, L. R. 7 C. P. 372) is an authority on this point. There the set-off arose out of the same transaction, out of which the liability of the surety arose. In the present case that is not so. The right of the surety, however, is based on his right to exoneration by the principle. In the present case that exoneration can only be made effectual by permitting the surety to raise the defence of set-off, and I think the set-off ought to be allowed.—COUNSEL, *Warmington*, Q.C., and *Mulligan*; *Haldane*, Q.C., and *R. J. Parker*; *Hastings*, Q.C., *Swinfen Eady*, and *Macnaghten*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.*; *Bolton, Profitt & Scott*; *Slaughter & May*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

BELL *v.* **BALLS.** Stirling, J. 10th March.

CONTRACT FOR SALE OF LAND—SALE BY AUCTION—AUTHORITY OF CLERK OF AUCTIONEER TO SIGN MEMORANDUM ON BEHALF OF PURCHASER—AUTHORITY OF AUCTIONEER—STATUTE OF FRAUDS (29 CAR. II. c. 3, s. 4).

This case raised two questions—(1) whether the clerk to the auctioneer conducting a sale by auction has authority to sign, on behalf of the purchaser of land, a memorandum in writing within the meaning of the Statute of Frauds; and (2) as to an auctioneer's authority to sign after the conclusion of the sale. The facts were as follow: The property in question was offered for sale at an auction conducted by Mr. Daw. Four other properties were sold at the same sale, the property in question being the third lot. The defendant, who was a personal friend of Mr. Daw, attended the sale, and, on entering the room, was invited by Mr. Daw to give him a bid. When the property in question was put up the defendant, in compliance with Mr. Daw's request, bid £1,550 for it. The reserve fixed was £1,600, and after Mr. Daw had communicated with the vendors, he knocked the property down to the defendant, and proceeded with the sale of the two remaining lots. In the meantime the clerk to Mr. Daw filled up the memorandum (in the usual form) of the contract which was annexed to the particulars and conditions of sale. At the conclusion of the auction, it was discovered that the defendant had quitted the auction room without signing the memorandum, and he was therefore sent for and asked to sign it, but refused to do so. A week later, at the instance of the vendors, the auctioneer himself filled up another similar memorandum of the contract. The defendant having refused to complete the contract, this action was brought against him by the vendors, seeking specific performance of the contract. The defendant raised two defences to the action—(1) that he entered into the contract under a mistake; and (2) that there was no sufficient memorandum in writing of the contract to satisfy the Statute of Frauds.

STIRLING, J., dismissed the action. On the first ground of defence, his lordship held that the defendant made the bid in question in the *bond fide* belief that he would not thereby become liable as a purchaser; but his lordship further held that the defendant had no reasonable ground for such belief. His mistake, therefore, did not affect the validity at law of the contract; at the most it only constituted a defence to an action for specific performance. That made it necessary for him to consider the effect of the memoranda which had been so signed as above stated. His lordship said it had been decided that an auctioneer is the agent of both parties to sign a memorandum, but an agent could not delegate his authority. The law with reference to the powers and duties of the clerk to the auctioneer was stated in *Pierce* v. *Corf* (L. R. 9 Q. B. 215). In the present case the defendant did not in fact authorize the clerk to act on his behalf; and there was nothing in the present practice at sales by auction of real estate from which such an authority could be presumed; and there was no reason why the auctioneer should be allowed so to delegate his authority. His lordship therefore held that the memorandum filled up by the clerk was not sufficient. As to the other memorandum which was filled in and signed by the auctioneer a week after the sale by auction, his lordship said that it would be necessary for him to consider the principle upon which an auctioneer is deemed to be authorized by the purchaser to sign on the purchaser's behalf; and he referred to the cases of *Emmerson* v. *Heelis* (2 Taunt. 38) and *Earl of Glengall* v. *Thynne* (1 Keen 788). These cases, in his lordship's opinion, shewed that the authority conferred upon the auctioneer was an authority to take the purchaser's bid—that is to say, to write it down and make a record of it *at the time of the sale*; but his lordship did not consider that the nature of the proceedings on a sale by auction justified an authority to the auctioneer to make a memorandum on behalf of the purchaser except at the time when it formed part of the transaction to which it related. If the auctioneer were permitted to make a memorandum at any later time, evils might arise which the Statute of Frauds was intended to prevent. His lordship said that if the auctioneer made the memorandum immediately after the conclusion of the transaction he would have been slow to hold against the validity of such a memorandum; but that was not this case. In his lordship's opinion the second memorandum was also insufficient.—COUNSEL, *Grosvenor Woods*, Q.C., and *Ingpen*; *Graham Hastings*, Q.C., and *Stallard*. SOLICITORS, *Beaumont, Son, & Rigden*; *Charles Butcher*.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

SAXLEHNER *v.* **THE APOLLINARIS CO. (LIM.).** Kekewich, J. 16th, 17th, 18th, 23rd, and 24th Feb., 4th March.

TRADE-MARK—"COMMON LAW" TRADE-MARK—NAME—INTENT TO DECEIVE EVIDENCE—INJUNCTION—ACCOUNT—COSTS.

This case was one of considerable importance with reference especially to the judicial distinction drawn by Kekewich, J., and the rule laid down by him as to the classes of case in which evidence of intent to deceive is, or is not, admissible; to the consideration of the question whether, in the case of a "common law" trade-mark an account necessarily follows an injunction; to the explanation of what his lordship thought was the true effect of the judgment of the House of Lords in *Reddaway* v. *Banham*; and to the strong comments made by his lordship on the manner in which these cases are prolonged to the exclusion of other business. The plaintiff in this case was Madame Saxlehner, the widow of Andreas Saxlehner, the facts of the case being shortly as follow: In 1863 Andreas Saxlehner purchased some property near Budapest, in Hungary, on which was a spring of bitter water. This water had not previously been an article of commerce, but on the purchase of the property Mr. Saxlehner proceeded to sink wells, and to place the water upon the market. For the purpose of identifying the water he gave to the springs the name "Hunyadi Janos," after the name of a famous Hungarian patriot of the fifteenth century. His business in this water rapidly grew, and in 1869 or 1870 Saxlehner introduced it to England through commission agents (both he and his agents extensively advertising it), and established some fourteen or fifteen depots for its sale in the United Kingdom. The water thus

becoming widely known in the United Kingdom as "Hunyadi Janos." Previously to this he had registered in Hungary a trade-mark consisting essentially of the words "Hunyadi Janos," and a portrait of the patriot, together with an analysis and a catalogue of the uses of the water. Up to 1875 no water, except Saxlehner's, was sold in England, as Hunyadi Janos. In that year he entered into negotiations with the defendants, the Apollinaris Co. (Limited), which had been established in 1873, and which, it was said, consisted practically of two persons Mr. Edward Steinkopff and Mr. George Smith, and in February, 1876, an agreement was entered into whereby he granted the exclusive sale for ten years of the water to the defendants, the agreement stipulating that "under the designation of 'Natural Hunyardi Janos Bitter Water' is understood that water which Mr. Andreas Saxlehner draws from his springs situate in the neighbourhood of Buda, and which, without any preparation or treatment, he has of late years been sending to all parts as Hunyadi Janos Water." There were also further stipulations that the words "Sole Importers, the Apollinaris Co. (Limited)," with their address, were to be placed on each bottle, and that the Apollinaris Co. (Limited) bound itself "not to form any competition on the Continent." Subsequently the agreement was extended, subject to the power of the defendant company to determine at twelve months' notice. In March, 1895, the defendant company gave such notice, and consequently the agreement was determined in March, 1896. In 1876 the defendants registered as their own three trade-marks, two of which were very similar to the mark previously registered in Hungary by Saxlehner and contained the words "Hunyadi Janos" four times, and the third was the name "Hunyadi Janos" alone. These three marks were subsequently, on the motion of the Vichy Co., expunged from the register, one of the points taken being that, even if good as trade-marks, the Apollinaris Co. were not the proprietors, as stated by the register. In 1887 differences arose between Saxlehner and the defendant company, and in 1888 the latter purchased land near Budapest on which were bitter springs, to which they gave the name of "Uj Hunyadi," registering a label in Hungary containing the word "Hunyadi," which label was subsequently removed from the Hungarian register. In 1888 the defendant company began to paste over the labels of the plaintiff's bottles a yellow label with a red diamond and to sell the water as "Hunyadi Janos," diamond mark, which, the plaintiff alleged, was intended to be a means of depriving her of the goodwill connected with her "Hunyadi Janos" water. In March, 1896, on the determination of their agreement, the defendants began to sell water from their springs near Budapest, having previously formed a company to take over their springs, under the name of the "Hungarian Uj Hunyadi Co." They sold this water under the name "Apenta," as "a natural Hungarian bitter water, bottled at the Uj Hunyadi Springs, Budapest," putting also on the bottles the same yellow label with the red diamond as before. The plaintiff contended that this course of conduct was intended and calculated to attach the reputation attained by her "Hunyadi Janos" to the defendants' article, and brought this action claiming an injunction to restrain the defendants from passing off any Hungarian bitter water not being water derived from the plaintiff's spring as "Hunyadi Janos" water, and in particular from selling or offering for sale any bitter water under a name of which Hunyadi formed part without clearly distinguishing it from the plaintiff's water, delivering up of labels, &c., bearing the words complained of, and damages or an account. At the bar she asked for an account and not damages. The defendants contended that the name "Hunyadi" designated merely a class of waters, of which "Hunyadi Janos" was one, coming from a district near Budapest. A very large number of witnesses were called, the trial lasting six days. The most important of the cases cited in argument are cited in the judgment.

Kekewich, J., delivered a lengthy written judgment on the 4th of March, in the course of which he said that the plaintiff's case as opened was brought distinctly within the authority of *Reddaway* v. *Banham* (44 W. R. 638; 1896, A. C. 199), which, his lordship observed, was decided by the House of Lords some time before the writ in the present case was issued. It was important to note what that authority really was. There was no novelty in the principle there stated, even the language found a counterpart in many earlier cases, such as *Zeixe* v. *Provisndi* (L. R. 1 Ch. 192), but yet the law was so clearly put on a simple and intelligible basis that it made a necessary starting-point in the consideration of such cases as the present. In his lordship's opinion the entire doctrine was summed up in one sentence of the judgment of Lord Halsbury, C., "Nobody has any right to represent his goods as the goods of somebody else." The proposition was a perfectly general one, there was no limit as regarded name, origin, honesty of manufacture or sale, or otherwise, and though earlier authorities were criticised and the facts of the particular case commented upon, there was no departure from what the Lord Chancellor stated to be "the principle of law." If the defendant were selling his goods as those of the plaintiff other matters were immaterial, inasmuch as he was doing what the law did not allow, and the plaintiff was entitled to relief. Chiefly by the efforts of the Apollinaris Co., the defendants, the water derived from the plaintiff's spring became widely known as "Hunyadi," and as such was known to and purchased by the trade and ordinary purchasers, and consequently, as a matter of course, no one else was entitled to sell as "Hunyadi" water derived from any other spring, and not only did the defendants themselves lie under the general ban, but it was impossible for them after their contract with the plaintiff was determined to sell any other water in this country as Hunyadi, notwithstanding that it might be properly described by that name in Hungary, elsewhere, or here. They could not sell other bitter water—however much their own, and even though, as a matter of geographical description, properly called Hunyadi—by that name, because they necessarily thereby represented they were selling water derived from the plaintiff's spring. It was perfectly immaterial whether, as a matter of fact, the defendants' water was properly described as "Hunyadi" on the ground that it was derived from springs to which that name was properly applied, because any justification of that sort would, as a matter of law, fail if what was sold by the defendants in this country was sold as "Hunyadi" in such a manner as to induce the public to believe that the water was derived from the plaintiff's spring. The defendants' label in the present case exhibited the word "Apenta" in a prominent and distinct form and was of a colour entirely different from that adopted for the old "Hunyadi." Not even an unwary purchaser, if he saw the two labels side by side, could think that the bottles to which they were attached were samples of the same thing, though they resembled one another in one of two minor particulars. There was, however, on the defendants' label, one guiding mark which, in his lordship's opinion, was fatal. "Apenta" was described in clear type as "a natural Hungarian aperient water bottled at Uj Hunyadi Springs, Buda-Pest, Hungary," and in three different sentences the word "Hunyadi" was used either with or without the prefix Uj—and this prefix might be dismissed as not affecting the matter in the slightest degree—no less than four times. His lordship could not hesitate to decide that this use of the word "Hunyadi" was calculated to induce purchasers of "Apenta" to believe that the "Hunyadi" which was offered to them was the "Hunyadi" with which alone they must have been acquainted—that was to say, water derived from the plaintiff's spring. No attempt had been made to prove a single instance of "Apenta" being purchased or supplied when "Hunyadi" was required, and in all probability that had never been done. After reviewing the evidence, his lordship proceeded to say that though it was his decided opinion, confirmed by reflection, that "Apenta" could not be passed off as "Hunyadi" without fraud or gross ignorance on the part of the retail dealer, yet the name on the label, combined with the advertisements, placed an instrument of deception in his hands, and that if he happened to have only "Apenta" in stock, he might be by that means enabled to supply it instead of and as being identical with "Hunyadi." The law was intended to reach not only those who themselves deceive, but also those who enable others to deceive, the purchasing public. That was sufficient to justify the injunction which he proposed to grant with proper incidental relief. The plaintiff had, however, asked for more than this, and his lordship would now deal with the other questions raised. In the first place the plaintiff complained of certain phrases intended to "puff" the water on defendants' labels, as being similar to those on his own. That was, however, of no value as a test of deception, and might be dismissed. A more formidable item was the diamond mark, which from a certain date had appeared on bottles of "Hunyadi" imported by the defendants, and was continued on "Apenta." With reference to this mark there had been a long discussion as to the admissibility and value of what was styled "evidence of intent." Dealing with the matter briefly, his lordship said that in such a case as the present one, if the defendants' goods, on the face of them, and explained by surrounding circumstances, were calculated to deceive, he was of opinion that no evidence was required to prove the intention to deceive, nor ought time and money to be expended on such evidence. The second rule was that a man must be taken to have intended the reasonable and natural consequence of his acts, and no more than that was wanted. If, on the other hand, a mere comparison of the goods, explained by surrounding circumstances, was not sufficient, then it was allowable to prove from other sources that what was, or might be, apparent innocence was really intended to deceive. There could be no better evidence of intention to deceive than that of the deceiver himself; and that evidence might be given with equal force by admissions, oral or in writing, or by inference from conduct. If the intent to deceive was once established, it was but a short step, though not an inevitable one, to the conclusion that the intention had been fulfilled, and that the goods were calculated to deceive. His lordship was by no means sure that any such distinction as he had just formulated between the two classes of cases, had ever been sanctioned by judicial authority. Some of the cases cited had seemed to leave such distinction at large, but his notion was that it had nevertheless been observed in practice, and that evidence of intent had only been used in the second class of cases above noticed. After commenting on the cases of *Wotherspoon* v. *Currie* (5 H. L. 507, 21 W. R. Dig. 118) and *Reddaway* v. *Banham*, his lordship said that he agreed with Collins, J., that the fourth question that that judge had put to the jury in the latter case was unnecessary, and he thought that the actual decision of the House of Lords was governed by the answer to the third question, and the goods being found calculated to deceive evidence of intent was not required, and, if given, might be disregarded. However that might be, it was clear that such evidence was admissible with reference to the diamond mark in the present case, as, in his opinion, the attachment to "Apenta" of the diamond mark by the defendants was not by itself, or regarded in connection with "Hunyadi" calculated to deceive, and if it could fairly be adjudged deceitful it must be because it had been adopted for "Hunyadi" and continued on "Apenta" with fraudulent intent. He did not think the evidence established that. It was proved that it was the defendants' trade-mark, and as such they were entitled to use it. The only argument to the contrary was that the evidence proved that the other waters to which the diamond mark was attached had a comparatively small sale, and he was asked to conclude that it was attached to those other waters merely as a blind, in order to give a plausible pretext for attaching it to "Hunyadi," with a view to attaching it to some other water which might take the place of "Hunyadi" after the determination of the contract. While far from saying that it constituted no evidence for a jury—that was to say, no evidence from which the conclusion might not be reasonably made—it failed to satisfy him, and therefore the plaintiff's case, so far as regarded the diamond mark, failed, and, as fraud was alleged, it failed with costs. His lordship, after referring at length to the growing tendency to multiply expert evidence in this class of cases, including patent cases, "with the

purpose of getting as much as possible that can in any event be of value 'on the notes,'" and the great difficulty of discriminating between what is admissible and what is not, said that, notwithstanding a multiplication of evidence in this case, he did not see his way to deprive the successful plaintiff of her costs except so far as those respecting the diamond mark, which she would have to pay, and then proceeded to deal with the plaintiff's claim for an account, which, he said, if granted, must take the following form, "on account of the profits made by the defendants since March 31st, 1896, by means of the sale in the United Kingdom of Hungarian Bitter Waters under a name or description of which the name 'Hunyadi' forms part without clearly distinguishing the same from water derived from the plaintiff's spring." Such an account had frequently, though not invariably, been directed in this class of case. It had been done in *Edelsten* v. *Edelsten* (11 W. R. 328, 1 De G. J. & S. 185), where the Lord Chancellor affirmed the Vice-Chancellor's decree according to the prayers of the bill set out at p. 189. His lordship doubted whether the propriety of directing such an account in a case like the present had ever been fully considered. It seemed to have been assumed that the right to use and protect what was styled a "Common Law trade-mark," to distinguish it from a registered trade-mark, was a species of property carrying with it all the rights and remedies incidental to property, and that, therefore, the account of profit follows the injunction as a matter of course, as it does when a successful plaintiff asks it in a patent case. That notion rested to some extent on Lord Westbury's judgments in *Edelsten* v. *Edelsten* and *Wotherspoon* v. *Currie* (at p. 522); but Lord Herschell, in *Reddaway* v. *Banham*, doubted whether it was accurate to speak of there being "property" in such a trade-mark; and if there were no property in such a trade-mark, his lordship doubted whether the right to an account would necessarily follow an injunction. He must, however, bow loyally to authority, and the precise point was raised and decided in *Lever* v. *Goodwin* (36 W. R. 177, 36 Ch. D. 1), where the Court of Appeal unanimously affirmed Chitty, J., who had directed an account of profits on the express ground that the defendants, who sold only to middlemen, were liable in this way for having enabled those middlemen to sell those goods in a fraudulent dress, and that it was immaterial how those middlemen dealt with them. The reasons were set forth at length in the judgment of Cotton, L.J., and it must be that the arguments to the contrary which struck his lordship as forcible were really unsound. The reasoning which satisfied the Court of Appeal was equally in point in the present case, and must also satisfy his lordship.—Counsel, *Warmington*, Q.C., *Ralph Neville*, Q.C., and *Sebastian*; *Sir F. Lockwood*, Q.C., *Warrington*, Q.C., and *J. Cutler*. Solicitors, *Eyre, Dowling, & Co.*; *Janson, Cobb, Pearson, & Co.*

[Reported by C. C. Henley, Barrister-at-Law.]

Re **HAWKER, DUFF** *v.* **HAWKER.** Kekewich, J. 3rd and 4th March.

Settled Land—Application of Capital Money—Repairs—Jurisdiction—Salvage—Infant Tenant in Tail in Possession—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 25—Settled Land Act, 1890 (53 & 54 Vict. c. 69), s. 13.

Summons by the trustees of a settlement made by the will of the late Colonel Peter Hawker, deceased, dated the 21st of November, 1843, for the determination of (*inter alia*) the following questions—namely, whether the applicants as trustees of the above-mentioned settlement for the purposes of the Settled Land Acts should apply the capital moneys in their hands or under their control, consisting of a sum of £2,442 3s. consols, or any part thereof, in or towards carrying out certain works and improvements, in the nature of repairs, but not coming within the description of improvements authorized by the Settled Land Acts, upon settled lands situate at Spitalfields, London, and Longparish and Bullington, Hampshire, of which the defendant was infant tenant in tail in possession. The remainderman was not joined as a party to the summons. Details of the repairs referred to were contained in the affidavits of the valuers and surveyors who had inspected the properties. Counsel for the trustees cited the following cases in support of the application: *Frith* v. *Cameron* (19 W. R. 886, 12 Eq. 169), *Re Jackson* (21 Ch. D. 786), *Conway* v. *Fenton* (37 W. R. 156, 40 Ch. D. 512), *Re Household* (27 Ch. D. 553), *Re Hotchkys* (34 W. R. 569, 32 Ch. D. 408), *Re De Teissier's Settled Estates* (41 W. R. 186; 1893, 1 Ch. 135.) Counsel for the infant tenant in tail contended that the effect of the Settled Land Acts was to confine the jurisdiction of the court to sanctioning expenditure coming strictly within these Acts. He cited the following additional cases: *Re Lord Gerard's Settled Estates* (1893, 3 Ch. 252), *Re Ormrod's Settled Estates* (40 W. R. 490; 1892, 2 Ch. 218), *Re Twyford Abbey Settled Estates* (30 W. R. 268), and *Branskill* v. *Caird* (21 W. R. 943, 16 Eq. 493).

Kekewich, J.—This summons was adjourned into court, so that I could hear the argument of counsel upon the question of the jurisdiction of the court, and its extent and limit in cases like the present. The evidence before me goes to shew that there is need for the expenditure of a large sum for these repairs which avowedly do not fall within the scope of the Settled Land Acts. They are not within sub-section 2 of section 13 of the Settled Land Act, 1890, for there is no present intention of letting either of these properties. It was, however, said that, independently of the Settled Land Acts, I could, under the general jurisdiction of the court, direct the outlay of capital money, and *Conway* v. *Fenton* was referred to; that was an extremely peculiar case, and I did not decide such a question as arises here. My impression is that if I were satisfied that this expenditure was necessary for the infant, then, with the consent of the tenant in tail in remainder, I might assent to an application of money in a manner which otherwise would not be strictly right or permissible. I do not intend so to decide, but, as I said, such is my impression. It has been argued that I have no jurisdiction under the Settled Land Act to sanction this outlay, and that the general jurisdiction of the court in these matters was taken away by that Act. To this latter proposition I do not accede. Nothing short of express words will suffice to take away the general jurisdiction of the court, and, in the absence of an express statement to that effect, I ought not to infer that it was taken away. The words in the Act refer only to the Act itself, and they are not of themselves sufficient to take away the jurisdiction existing previous to the Act. I do not comment upon Chitty, J.'s, judgment in *Re De Teissier's Settled Estates*, but I do concur entirely with what he says as to the operation of the Settled Land Acts. He left open the question whether the Settled Land Acts did or did not conclude the previous jurisdiction; he says: "The Settled Land Acts, whether they do or do not exclude the application of any of the doctrines of this general jurisdiction, at any rate afford a guide to the court and are of assistance to the court in arriving at a proper conclusion." With regard to *Conway* v. *Fenton*, I wish to observe that the Legislature in its subsequent enactments might have made provision for that case, if it had thought fit, but it did not do so. Repairs done for the tenant for life are always regarded with jealousy by the court, and the outlay of money spent for repairs ought not to be sanctioned, in my opinion, unless it is a case of salvage. Salvage cases are extremely difficult to determine, and in a case like this I would require strong evidence to prove that it was necessary for the infant in the way of salvage. Where an infant was absolutely entitled, I think it might be done, and in the case of a infant tenant in tail with the consent of the remainderman I might do it. In the present case, however, I have not sufficiently strong evidence to bring these repairs within the salvage rule, and I must refuse to sanction the expenditure.—Counsel, *S. Dickinson*; *T. Arnold Herbert*. Solicitors, *Garrard, James, & Wolfe*.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

Re **JAMES COLMER (LIM.).** Romer, J. 6th March

Company—Reduction of Capital—Reduction of Capital affecting Class of Shares Prejudicially—Effect of Article Empowering—Alteration of Voting Power—Ultra Vires.

This was a petition for the sanction of the court to the reduction of the capital of James Colmer (Limited), a company carrying on business at Bath. The capital of the company was divided into preference shares of £10 each, having priority for return of capital in a winding up, and ordinary shares of £10 each, the issued capital consisting of certain fully paid up preference shares, and certain ordinary shares, on which £8 only was fully paid up, leaving a liability of £2 per share uncalled; and under the articles of association every member had one vote for every share held by him. Special resolutions were then passed for reduction of the capital, the reduction to be effected by reducing the nominal amount of the ordinary shares from £10 to £8 each and extinguishing the liability in respect of uncalled capital on the ordinary shares to the extent of £2 per share. The resolutions were passed with a view of subsequently subdividing the capital into shares of £1 each, fully paid up, and with this object in view the company at the same time passed a special resolution altering the articles by giving every member one vote for every £1 of the issued capital for the time being. The scheme, therefore, on the one hand, prejudicially affected the preference shareholders as extinguishing the liability on the ordinary shares, which would have been available for return of paid-up capital on the preference shares; and, on the other hand, it affected the ordinary shareholders as diminishing their voting rights: as to which see the conflicting decisions of Chitty, J., in *Re Continental Union Gas Co.* (7 Times L. R. 476), and Kekewich, J., in *Re Pinkney & Sons' Steamship Co.* (40 W. R. 698; 1892, 3 Ch. 125). See also Buckley on Company Law, 7th ed., 1897, p. 4 of preface. There was a clause in the company's articles of association enabling a majority of the holders of any class of shares to consent "to any scheme for the reduction of capital affecting prejudicially the class of shares"; and resolutions consenting to the reduction and proposed alteration of the articles had been passed by the requisite majority of each of the classes of shareholders.

Romer, J., considered that the resolution of the preference shareholders removed any objection to the reduction on the ground of their being prejudicially affected, and intimated an opinion that the decision in *Re Continental Union Gas Co.* proceeded upon the footing of *Hutton* v. *Scarborough Cliff Hotel Co.* (13 W. R. 1059, 2 Dr. & Sm. 521), recently overruled by the Court of Appeal in *Andrews* v. *Gas Meter Co.* (41 Solicitors' Journal, 255; 1897, W. N. p. 11), and was, therefore, no longer an authority. His lordship consequently had no difficulty in sanctioning the reduction as prayed, and did so.—Counsel, *Lewis*, Q.C., and *Ware*. Solicitors, *Routh, Stacey, & Castle*, for *Adam & Thring*, Bath.

[Reported by J. F. Walby, Barrister-at-Law.]

BROOKS *v.* **RELIGIOUS TRACT SOCIETY.** Romer, J. 5th March.

Copyright—Infringement—Copy of Central Figure—Sentiment of Picture.

This was a motion for an interim injunction restraining the defendants from printing, selling, &c., any copies of the *Child's Companion* containing a certain woodcut which was alleged to be an infringement of a well-known picture called "Can't you talk?" of the copyright of which the plaintiff was registered proprietor. The infringement complained of was particularly in respect of the figure of a collie dog which appeared in the plaintiff's picture, with the figure of a child on a stone floor, with a background of a wall with a door, out of which a cat was looking. Above the dog was a table, on which was a tub with a spoon in it. The defendants' woodcut reproduced many of the details of the plaintiff's picture. The collie dog in the woodcut was identical in expression, attitude, and position, and was with the wall in the background and the table an exact

copy of those in the plaintiff's picture. The only difference between the two pictures was that instead of the child, the defendants had the figures of two cats and a tortoise in their picture, which was an illustration to a story called, "A Strange Visitor." The defendants had, on the plaintiff's complaint, at once withdrawn the publication. For the defendants it was contended that the figure of the dog was the only detail common to the two pictures, the ideas conveyed by the two were widely different, and the production of the woodcut could not be said to come within any Copyright Acts, the object of which was, as stated by Lopes, L.J., in *Hanfstaengl* v. *Empire Palace*, *Hanfstaengl* v. *Baines* (42 W. R. 681; 1894, 3 Ch. 109), to prevent any interference either with the artist's reputation or the commercial value of his work. It was agreed that the motion should be treated as the trial of the action.

ROMER, J., was of opinion that the defendants' woodcut was an infringement of the plaintiff's copyright. What might be said to be the principal part of the copyright picture was the figure of the dog with a particularly sagacious or benevolent expression. This appearance, together with the form and attitude of the dog, had been copied in the defendants' picture. Other portions of the copyright picture also appeared in that of the defendants' publication. Not only the dog, but the feeling and artistic character of the plaintiff's picture had been taken. Wherever one found a direct copy of a substantial portion of a copyright work, that substantial portion constituted an infringement if it was a copy in an ordinary sense. The present case was a strong instance, as not only the principal figure but the sentiment of the picture had been copied. The defendants had, no doubt, acted inadvertently and offered an undertaking in the terms of the application which he would accept, but they must pay the costs.—COUNSEL, *Neville*, Q.C., and *Knowles-Corrie*; *Levett*, Q.C., and *Scrutton*. SOLICITORS, *Russell, Cooke, & Co.*; *Hawes, Wood, & Ware*.

[Reported by RALEGH B. PHILLPOTTS, Barrister-at-Law.]

Re **HUNTER, HOOD** *v.* **ATTORNEY-GENERAL.** Romer, J. 18th Feb., 6th March.

CHARITY—WILL.

This was a summons for the determination of questions arising under the will of Edward Hunter, late of Blackheath and County Wicklow, Ireland, who died in July, 1896, leaving about £90,000 in personalty and some real estate. By his will, made in May, 1877, after various specific legacies, the testator gave his residuary estate to trustees on trust to convert and pay the proceeds thereof, or of so much as should be legally applicable for charitable purposes, to special trustees, and directed that such special trustees might apply the income or any portion of the capital in grants (*a*) for or towards the purchase of advowsons or presentations, or (*b*) in creating, or contributing to the erection, improvement, or endowment of churches, chapels, or schools, or (*c*) in paying or contributing to the salaries or income of incumbents, or masters or teachers. The testator imposed certain conditions, which did not, however, in terms apply to the first object upon which the decision turned, and may be shortly summarized by saying that the testator's object was to encourage the spread of Evangelical doctrines. The testator declared that so much of his residuary estate as should not be legally applicable to charitable purposes should be held by his general trustees, upon trust for his nieces whom he named. The first question was whether the objects of the residuary gift were of a charitable nature. There appeared to be some confusion between the effect of the cases of *Re White* (41 W. R. 683; 1893, 2 Ch. 41) and *Re Macduff* (44 W. R. 344; 1896, 2 Ch. 451). It was contended for the heir-at-law and next-of-kin that the trust must fail for indefiniteness. The second question was whether there was, in the event of the failure of the charitable gift, a valid gift to the testator's nieces, or an intestacy. The heir-at-law and next-of-kin claimed that there was an intestacy, inasmuch as since the Mortmain Act, 1891, all property could be given by will to charitable purposes, and the testator had only given to his nieces what could not be so given. His lordship had reserved judgment.

ROMER, J., said that he could not see his way to support the gift. Dealing with the first object, as to spending the fund in "grants for or towards the purchase of advowsons or presentations," it appeared to him that if that was not a charitable purpose the whole gift failed on the general principle laid down by a series of authorities, including *Re Macduff*, that a gift by will of such a character is not a good charitable gift if the trustees might apply the property to some purpose which was not charitable. And looking at the whole will, his lordship said he could find nothing from which it could be said that this first object was charitable. None of the conditions imposed by the testator applied in terms to this first object. The most that could be gathered from the will as a whole was that the persons who should purchase the advowsons or presentations would present to vacancies clergymen of the Evangelical class. The special trustees were not bound to buy in their own names, and even if they did, it was difficult to see on what trust, if any, they were to hold. Even if the trust was to present Evangelical clergymen, that was not, in his lordship's opinion, a charitable trust. He distinguished *Re Douglas* from *Re Macduff*, it being possible in the former case to gather a general charitable intent, and that it did not apply to the present case. The gift was therefore bad as a charitable gift and void. As regards the second question, in his lordship's opinion there was no property of the description given to the nieces, and so nothing passed to them, and the result was that as regards the whole property the testator died intestate.—COUNSEL, *W. C. Druce*; *Attorney-General*, *Ingle Joyce*, and *Dibdin*; *Farwell*, Q.C., and *Ashworth James*; *Levett*, Q.C., and *G. Lawrence*. SOLICITORS, *West, King, Adams, & Co.*; *Hare & Co.*; *Hollams & Co.*

[Reported by RALEGH B. PHILLPOTTS, Barrister-at-Law.]

Bankruptcy Cases.

NEW'S TRUSTEE *v.* **HUNTING AND OTHERS.** Vaughan Williams, J. 25th Feb., 6th March.

BANKRUPTCY—FRAUDULENT PREFERENCE—REVOCABLE INSTRUMENT—RESTITUTION OF TRUST FUNDS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 48.

This was an action by the trustee in the bankruptcy of New, Prance, & Garrard, solicitors, of Evesham, against William Hunting and others for a declaration that a conveyance executed by the bankrupt Prance, two days before the bankrupt firm filed their petition, for the purpose of raising money to make good some trust funds misappropriated by the firm, was fraudulent and void, or void as against the trustee, or that the conveyance was a revocable instrument, and had been revoked by the bankruptcy. New, Prance, & Garrard had carried on business in co-partnership for many years, but they had been in an insolvent condition since 1888 and were aware of the fact. Prance was the trustee of several trust estates, and had misapplied funds belonging to them by using them for the purpose of assisting his firm. Upon the 29th of March, 1894, two days before the firm filed their petition, he conveyed certain real estate of which he was the owner to the defendant Hunting, an accountant in the service of the firm, to raise money to make good the misappropriated trust funds. The trustees of the estates which benefited by this conveyance were joined as defendants to the action. The fact of the making of the conveyance had not been communicated, prior to the bankruptcy, either to these trustees or their *cestuis que trustent*, for which reason it was contended that the conveyance was a revocable instrument not creating the relation of trustee and *cestuis que trustent* between Hunting and such trustees.

VAUGHAN WILLIAMS, J., delivered a considered judgment in favour of the defendants upon the 6th of March. His lordship first dealt with the point that the conveyance was a revocable instrument, and held that the rule which lays down that in the particular case of a trust for payment of creditors the law will draw the inference that the intention of the donor or settlor was, not to create a trust, but merely to give a revocable direction, did not apply in this case, because the trusts in the conveyance were not trusts for the payment of creditors, but were trusts for the purpose of making good a wrong of which the donor had been guilty. As to the alleged fraudulent preference his lordship held, following the cases of *Ex parte Stubbins* (29 W. R. 653, 17 Ch. D. 69), *Ex parte Taylor* (35 W. R. 148, 18 Q. B. D. 295), and *Ex parte Ball* (35 W. R. 264) that the conveyance had been made for the purpose of repairing breaches of trust and not by way of fraudulent preference. His lordship further expressed his opinion that the word "view" as used in section 48—"with a view of giving such creditor a preference"—means to express the object aimed at by the bankrupt in bringing about the primary result; which definition he illustrated as follows: Suppose the question in a case was whether a man had set fire to his house with the intention to injure his landlord or to defraud the insurance company. In such a case the primary result would be the burning of the house, and that would leave open the question whether the tenant set fire to it with a "view" to injure the landlord or defraud the insurance company. If it were discovered that the house was over-insured that would be strong evidence that the "view" was to defraud the insurance company. If, on the other hand, the house were found to be uninsured, but the tenant had lately received notice to quit, that would be evidence that his "view" was to injure his landlord.—COUNSEL, *Muir Mackenzie* and *R. Harington*; *Upjohn*; *Clayton*; *Van Neck*. SOLICITORS, *Burton, Yeates, & Hart*; *Rowcliffes*; *R. White*; *M. H. Prance*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

March 8.—Mr. C. W. Williams in the chair.—Mr. S. E. Hubbard opened a debate on the motion, "That the action of the Government in insisting upon the South African Inquiry is to be deplored"; and Dr. C. Herbert Smith opposed. Messrs. E. W. Sinclair Cox, N. Tebbutt, A. H. Richardson, C. Kains-Jackson, and F. J. Lampard also spoke on the motion, and Mr. Hubbard replied. On the voting which followed, the votes were equally divided, and the chairman gave his casting vote against the motion.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on the 10th of March; Mr. Henry Morten Cotton in the chair. The other directors present being: Messrs. H. C. Beddoe, J.P., of Hereford; Grantham R. Dodd, Augustus Helder, M.P., of Whiteheven; J. H. Kays, F. Rowley Parker, Richard Pennington, J.P., Henry Roscoe, Sidney Smith, J. J. E. Venning, of Devonport; F. T. Woolbert, and J. T. Scott (secretary). A sum of £265 was distributed in grants of relief, six new members were admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

March 9.—Chairman: Dr. C. Herbert Smith.—The subject for debate

was "That the case of *Englehart* v. *Farrant & Co* (1897, 1 Q. B. 240) was wrongly decided." Mr. C. A. McCurdy opened in the affirmative; Mr. G. G. Baily, seconded in the affirmative. Mr. E. H. Thirlby opened in the negative; Mr. Hugh Fraser seconded in the negative. The following members also spoke: Messrs. W. A. Jolly, C. A. Anderson, A. Hair, B. C. Mitter, A. C. F. Boulton, A. Hildersheimer, E. Cowley, A. W. Watson. The motion was lost by one vote.

LEGAL NEWS.

OBITUARY.

Mr. Samuel BotelER Bristowe, Q.C., died on Friday last week, in his seventy-fifth year. Mr. Bristowe was the eldest son of the late Mr. S. E. Bristowe, and was educated at Trinity College, Cambridge, and was called to the bar in 1848. He was made a Queen's Counsel in 1872. He was member for Newark from 1870 to 1880. He was afterwards appointed a County Court Judge, and was transferred to the County Court Circuit which included Southwark, Greenwich, and Woolwich.

APPOINTMENTS.

Mr. J. Pawley Bate has been appointed Reader in Jurisprudence, Roman Law, and International Law, in the place of Mr. W. A. Hunter, resigned.

INFORMATION WANTED.

Anyone having the custody of any will made by William Vaughan Murray, recently deceased, late of the Royal London Yacht Club, 2, Savile-row, London, is requested to communicate at once with H. G. S. Williams, solicitor, 5, Spring-gardens, London, S.W.

GENERAL.

Mr. Justice Wills was announced to deliver a lecture at the Camera Club on Thursday last, the 11th of March, entitled "Forty Years' Mountaineering."

The fourth annual smoking concert of the Companies (Winding-up) Department of the Board of Trade will be held at the Holborn Restaurant on Friday, the 19th inst., at 7.45 p.m.

The *Times* says that Mr. James Hopgood, of Southside, Clapham Common, formerly of the firm of James & John Hopgood, solicitors, who died on February 2nd, aged eighty-six years, leaving personal estate valued at £75,079, bequeathed to the British and Foreign Unitarian Association, Essex Street, Strand, for its general purposes £2,000, and to the Metropolitan Free Hospital, Gray's Inn Road, £1,000.

Lord Halsbury arrived in Dublin on Wednesday morning on a visit to the Lord Lieutenant of Ireland, and paid a visit to the Four Courts, and took a seat on the bench in the Appeal Court beside Lord Ashbourne, Lord Chancellor of Ireland, and Lord Justices FitzGibbon and Walker, who were at the time engaged in hearing an appeal. The Court was crowded with members of the Bar and others. Subsequently Lord Halsbury was conducted through the library, and then visited the Rolls Court, where the Master of the Rolls was engaged in hearing a case.

In the House of Commons, on Tuesday, in reply to Mr. Morrell, the Chancellor of the Exchequer said: "Properties on which the land tax has been redeemed, but not exonerated, continue subject to assessment at the same rate as other unexonerated properties in the same parish, and may or may not be affected by the provisions of section 31 of the Finance Act of 1896. In any parish where a portion of the *quota* is remitted under this section, properties on which the tax has been redeemed but not exonerated will share in the remission. The purchaser of the tax, however, is entitled to receive the full amount of the tax redeemed in the contract under which he claims, and this right is not affected by the Finance Act of 1896.

On the 5th ult. Mr Joseph M. Moore, solicitor, South Shields, completed the thirtieth year of his office as Clerk to the Justices of the county of Durham acting in the East Division of Chester Ward, and on the 17th ult., at the Station Hotel, Newcastle-upon-Tyne, the magistrates commemorated the event by a dinner at which he was the chief guest. Mr. E. I. J. Browell, of East Boldon House, the chairman of the division, in very kind and complimentary terms proposed Mr. Moore's health. Mr. Moore was town clerk of South Shields from 1871 to 1892, when he retired from that position. He is a justice of the peace for the borough of Jarrow, and for the present year is president of the Newcastle-upon-Tyne Incorporated Law Society.

A petition which has, says the *Times*, been presented to the House of Commons on behalf of the Incorporated Law Society in favour of the Law of Evidence in Criminal Cases Bill, declares that the subject dealt with in the measure has of late years received much attention from the legal profession and from learned bodies interested in the amendment of the law; that the opinion of the legal profession and such bodies generally is in favour of the proposed alteration of the law; that the existing law which excludes the evidence of accused persons produces substantial hardship and injustice; and that the proposed alteration will be of great benefit to innocent persons who may be charged with offences, and will produce no hardship or injustice to those who are guilty.

Before the day's business began at Southwark County Court on the 8th inst., Mr. Pasmore said that, as representing the oldest firm of solicitors practising at that Court, he wished to express on behalf of his fellow-solicitors the great regret with which they had learned of the death of his Honour Judge Bristowe. They had all been filled with admiration at the splendid pluck with which he stuck to his work almost up to the last moment of his life, when the physical pain which he was suffering would have driven many a younger man into retirement. Mr. Sills, the Deputy Judge, said he had been personally acquainted with Mr. Bristowe for nearly forty years, and he fully endorsed all that Mr. Pasmore had said. It was touching to think that Mr. Bristowe must have sat for a long time after he was physically unfit to do the heavy work of the Court, but he was one who never let weakness of body interfere with the labours of his mind. He would long be remembered as an honourable, upright, and careful judge.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, March 15	Mr. Beal	Mr. Jackson	Mr. Pugh
Tuesday 16	Leach	Carrington	Lavie
Wednesday 17	Beal	Jackson	Pugh
Thursday 18	Leach	Carrington	Lavie
Friday 19	Beal	Jackson	Pugh
Saturday 20	Leach	Carrington	Lavie
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, March 15	Mr. King	Mr. Godfrey	Mr. Pemberton
Tuesday 16	Farmer	Rolt	Ward
Wednesday 17	King	Godfrey	Pemberton
Thursday 18	Farmer	Rolt	Ward
Friday 19	King	Godfrey	Pemberton
Saturday 20	Farmer	Rolt	Ward

THE PROPERTY MART.

SALES OF ENSUING WEEK.

March 16.—Messrs. Debenham, Tewson, Farmer, & Bridgwater, at the Mart, at 2 p.m., Freehold at Bethnal Green. Solicitors, Messrs. Snow, Snow, & Fox, London. (See Advertisement, Feb. 27, p. 304.)

March 17.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2 p.m., Freehold Ground-rent of £290 per annum. Solicitors, Messrs. Frere, Cholmeley, & Co., London.
Freehold Ground-rent of £200 per annum. Solicitors, Messrs. S. D. Ashby & Compton, London.
Freehold Ground-rent of £140 per annum. Solicitors, Messrs. Dawes & Sons, London. (See Advertisements, March 6, p. 4.)

March 17.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:
LEASEHOLD SHOP in Paternoster-row. Solicitors, Messrs. Herbert W. Reeves & Son, London.
FREEHOLD GROUND-RENTS of £80 per annum. Solicitors, Messrs. Bramall, White, & Saunders, and Messrs. Safford & Kent, all of London.

March 18.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:
REVERSIONS:
To one-fifth share of £1,000 India Three per Cent. Stock; lady aged 63. Solicitors, Messrs. Faithfull & Owen; and Messrs. Stanley, Evans, & Co., all of London.
To 2 one-ninth shares of a Trust Estate, value £37,000; lady aged 58. Solicitors, Messrs. Eardley Holt, Hulbert, & Hubbard, London.
To one-third of £4,949 Two-and-Three-Quarters Consols, and Freehold Property producing £250 per annum; gentleman aged 67. Solicitors, Messrs. Fladgate & Co., and Messrs. Hastie, both of London.
To one-fifth of a Trust Fund, value £7,700, &c.; lady aged 76. Solicitors, Messrs. Rogers Hartley & Bastard, London.
To one-fourth of a Trust Fund of over £7,000; lady aged 59, provided a lady aged 28 survives her. Solicitors, Messrs. Rogers Hartley & Bastard, London.
To one-eighth of £350 per annum secured upon property in Lincolnshire receivable on decease of two ladies aged 81 and 77. Solicitors, Messrs. Large & Sons, London.
ANNUITY:
Of £900, payable during the life of a gentleman aged 54. Solicitors, Messrs. Gedge, Kirby, & Millett, London.
POLICIES OF ASSURANCE:
For £2,000. Solicitors, W. B. Styer, of London, and F. E. Hodgkinson, of Uppingham.
For £1,000, £1,000, £500, £500. Solicitors, Messrs. Mear & Fowler, London.
For £1,000, £1,000. Solicitors, Messrs. Ward & Co., Northleach, and Messrs. Blyth, Dutton, Hartley, & Blyth, of London.
For £200, and £100. Solicitors, Messrs. Cooper, Son, & Simmons, Henley-on Thames, and Jas. Robinson, Esq., of London. (See advertisement this week, back page.)

March 18.—Messrs. A. Prevost & Son, at the Mart at 2 p.m., Freehold and Leasehold Properties (see advertisement this week, p. 3).

WINDING UP NOTICES.

London Gazette.—Friday, March 5.

JOINT STOCK COMPANIES.

Limited in Chancery.

African Search Co, Limited—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts and claims, to Alfred Richard Hanson, Broad st avenue. Chave & Chave, Broad st avenue, solors to liquidator

ALBION (TRANSVAAL) GOLD MINES, LIMITED—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Searle, 4, Sun ct, Cornhill

STALYBRIDGE FOUNDRY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to Thomas Burnley Brooks, 104, King st, Manchester. Addleshaw & Co, Manchester, solors to liquidator

TAMWORTH GOLD MINING CO, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to A. F. Baillie and H. G. M. Conybeare, Dashwood House, 9, New Broad st. Ashurst & Co, Throgmorton avenue, solors to the liquidators

WEST AUSTRALIAN LAND CO, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to J. Martin and F. Hovenden, Suffolk House, Laurence Pountney hill. Ashurst & Co, Throgmorton avenue, solors to the liquidators

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

S. H. SWIRE & CO, LIMITED—By an order made Feb 23, it was ordered that the voluntary winding up of the company be continued. Hardings & Co, Manchester

FRIENDLY SOCIETIES DISSOLVED.

BRITISH FAITHFUL AND FRIENDLY SOCIETY, Cross-Hands Inn, Llannon, Llanelly, Carmarthen Feb 24

FLEET AND LONG SUTTON CHRISTIAN FRIENDLY SOCIETY, General Baptist Chapel, Long Sutton, Wisbech, Lincoln Feb 24

London Gazette.—TUESDAY, March 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-MEXICAN AND WESTERN TRUST, LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Henry Salmon, 30, Bucklersbury Furber, Gray's inn sq, solor to the liquidator

BRICE & CO, LIMITED—By an order made by Byrne, J, dated Feb 22, it was ordered that the voluntary winding up of the company be continued Le Brasseur & Oakley, New ct, agents for Stone & Co, Bath, solors for petners

BRITISH GOLD FIELDS OF WEST AFRICA, LIMITED—Ptn for winding up, presented March 8, directed to be heard March 17. Wyatt & Co, 5 and 6, Clement's inn, Strand, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16

BURY CARRIAGE CO, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Mr C. R. Scholes, Silver st, Bury. Wood, Horwich, solor for liquidator

EVENING NEWS, LIMITED (THE OLD COMPANY)—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to H. Harmsworth, liquidator

FLEETWOOD ICE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to James Chorlton, 38, Barton-arcade, Manchester. Leach & Son, Manchester, solors to liquidator

FRANK KNOWLES, LIMITED—Petn for winding up, presented March 5, directed to be heard on Wednesday, March 17. Pearce & Sons, 8, Giltspur st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16

HANWANS MOUNT CHARLOTTE WEST, LIMITED—Petn for winding up, presented March 8, directed to be heard on March 17. Wyatt & Co, 5 and 6, Clement's inn, Strand, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16

J. & R. SHORROCK, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to H. L. Price, 79, Mosley st, Manchester. Hindle, Darwen, solicitor to the liquidator

MASSA CARRARA MARBLE CO, LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Mr L. Hasluck, 17, Holborn viaduct

SUBURBAN FLOUR AND GRAIN CO, LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Mr Lawrence Hasluck, 17, Holborn viaduct

FRIENDLY SOCIETIES DISSOLVED.

FRIENDSHIP AND PHILANTHROPY LODGE, Grand United Order of Oddfellows, Angel Inn, Wood st, Wakefield, York March 3

HOUGHTON FRIENDLY SOCIETY, Boot Inn, Houghton, Stockbridge S O, Southampton Feb 24

WORKMEN'S FREEHOLD HABITATION AND LAND SOCIETY, 13, The Crescent, Station rd, Walthamstow, Essex March 3

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 16.

ASHBURY, JAMES, Old Burlington st March 16 Elder v Church, Romer, J Abrahams, Old Jewry

BACK, ELIZABETH ANNA, Clifton terr, Putney March 15 Jose v Page, Romer, J Ince, Fenchurch st

London Gazette, FRIDAY, Feb. 19.

BEAVEN, WILLIAM, Hazeley, near Twyford, Hants, Farmer March 19 Beaven v Beaven, North, J Harris, Winchester

MATTHEWS, RICHARD, Marazion, Cornwall, Merchant March 31 Odams Manure and Chemical Co v Matthews, Stirling J Tyacke, Helston

SILVESTER, WILLIAM, Silverdale, Stafford, Grocer March 19 Re Silvester, Romer, J Slaney, Newcastle under Lyme

London Gazette, TUESDAY, Feb. 23.

GORRINGE, JOHN HEZEKIAH, Breakspear rd, Brockley, Turf Commission Agent March 23 Gorringe v Gorringe, Romer, J Smith, Furnival's inn, Holborn

HAIDER, MAX GEORGE CHARLES, Gloucester rd, Finsbury pk, Diamond Merchant March 20 Hardebeck and Bornhardt v Haider, North, J Wedlake, Bank chbrs, Finsbury park

London Gazette.—TUESDAY, March 2.

SIDDALL, GEORGE, Oldham rd, Manchester, Provision Merchant April 1 Morrell v Siddall, Registrar, Liverpool Rogers, Manchester

London Gazette.—FRIDAY, March 5.

CROSS OF YUILLE, ANN, Beulah-hill, Norwood April 6 Smith v Forbes, Stirling, J Sykes, Surrey st, Strand

JAMES, JOHN, Cardiff, Draper March 30 Morgan v John, Romer, J Wheeler, Verulam bldgs, Gray's-inn

KAY, SAMUEL, Haverbrack, Milnthorpe, Westmoreland, Solicitor March 22 Mosley v Keyworth, Romer, J Soames, Clement's inn, Strand

MACHELL, THOMAS, Stalybridge, Lancaster, Wine Merchant March 30 Malpass v Machell, Registrar, Manchester Whitehead, Stalybridge

RAYER, WILLIAM CAREW, Holcombe Court, Devon April 6 Rayer v Rayer, North, J Turner & Knight, Aldermanbury

London Gazette.—TUESDAY, March 9.

MARSHALL, CHARLES, Abbey Foregate, Shrewsbury, Engineer April 8 Campbell-Hyslop v Marshall, Stirling, J Tweed, Gainsborough

MULLINEAUX, WILFRED EDWARD, Blackburn, Builder April 10 Parkington v Mullineaux, Registrar, Preston Marsden & Marsden, Blackburn

TUCKER, MARY ANN EMMA, Ormside st, Old Kent rd June 30 Boydell v Tucker Stirling, J Boydell, South sq, Gray's inn

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 2.

ADAMS, SYDNEY HERBERT, Aldham, Suffolk, Medical Student March 27 Pfennell & Newman, Hadleigh

AKESTER, MARY ELIZABETH, Newbegin, Hornsea, Yorks March 31 Jackson & Co, Hull

BARKER, WILLIAM, Hutton, Rudby, York, Builder Carrick, Stokesley, York

BROCKHURST, THOMAS, Pulborough, Sussex March 25 Brockhurst, Harting

CALVERT, HANNAH, Leeds April 15 Willey, Leeds

CHARLTON, WILLIAM, Kingston upon Hull, Consulting Engineer May 31 Jackson & Co, Hull

CHEW, THOMAS, sen, Cheetham, Manchester March 25 Phythian & Bland, Manchester

CHILD, EDWIN, New Malden, Surrey, Surgeon March 25 Durham & Co, Arundel st, Strand

CRAWFORD, LOUISA, Houghton le Spring, Durham April 15 Maddison, Durham

CORBY, WILLIAM FREDERICK CORBY DE BENTLEY, Evesham, Worcester April 6 Eades & Son, Evesham

CRAKE, MARGARET, Harrogate, York March 31 Riddell & Co, John st, Bedford row

CROCKER, CHARLES, Friday st April 12 Phelps & Co, Aldermanbury

DAVIES, MARGARET, Wigan March 31 Woodcock & Co, Wigan

DRAKIN, HENRY, Shepherds Bush March 29 H J & T Child, Paul's Bakehouse court, Doctors' Commons

DELL, LEVI, East Cowes, I of W April 6 Bailey, jun, Newport, I of W

EVANS, JOHN, North Shields April 2 Dickinson & Co, North Shields

FAULKNER, JOSEPH, Rochdale, Veterinary Surgeon April 9 Standring & Co, Rochdale

FEREDAY, EDWARD, West Bromwich April 12 Bache, West Bromwich

GIBSON, GEORGE, Cold Rowley, Durham April 15 Maddison, Durham

GOSSAGE, THOMAS, Creaton, Northampton, Farmer April 13 Becke & Green, Northampton

HARRIS, LLEWELLYN BOULT, Ashtead, Surrey April 8 Dawes & Son, Angel ct

HOWLETT, HENRY, Aslacton, Norfolk May 8 Culley, Norwich

JACKSON, ARTHUR PERCY, Bromley March 27 Clarke, Cannon st

JAMES, JOHN, Perry Bar, Stafford April 26 Blewitt & Co, Birmingham

JOHNSON, HENRY, Bingham, Notts, Wine Merchant March 29 Mayhall, Nottingham

JONES, DAVID WILLIAM, Dowlais, Glam, Outfitter April 1 Jones & Beddoe, Merthyr Tydfil

JOSEPH, HYMEN ARON, Highbury April 13 Wild & Wild, Lawrence lane, Cheapside

KING, WILLIAM, Lincolns inn fields March 13 Capron & Co, Saville pl, Conduit st

KNIGHT, SAMUEL, Burslem, Stafford, Butcher April 13 Tomkinson & Co, Burslem

MOORE, WILLIAM HENRY, Brighton April 1 Goodman, Brighton

MORGAN, RICHARD, Llanguryfon, Cardigan, Grocer April 1 Davies, Aberystwith

NEILL, LUCY MARY, Beer Alston, nr Tavistock, Devon May 1 G & F East, Basinghall st

PRINCE, EDMUND JOHN, Wolsey rd, Mildmay park, Licensed Victualler April 6 Layton & Co, Budge row

PURNELL, BLANCHE, Kentish Town April 1 Saxton & Morgan, Somerset st, Portman sq

RAWSTHORNE, MARGARET, Whasset, Westmorland March 24 Watson & Chorley, Kendal

SALISBURY, HENRY, New Mills, Derby, Engraver April 3 Walker, New Mills

SALTMARSHE, MARK ALFRED, West Kensington, Physician April 10 Harding, Abchurch lane

STAPLETON, JOSEPH WHITAKER, Upper Norwood March 26 Attenborough & Son, Ely pl

SWATMAN, FRANCIS JOHN, King's Lynn, Norfolk April 24 Archer & Archer, King's Lynn

THOMAS, RACHEL, Aberdare, Glam Feb 15 Lewis & Jones, Merthyr Tydfil

UNITE, GEORGE RICHARD, Blackwell Court, Worcester April 2 Clarke & Co, Birmingham

UZIELLI, THERESE ROSALIE, Regent's park March 31 Thomsons & Co, Cornhill

VENNING, MARIANNE, Liskeard, Cornwall April 17 Pomeroy & Co, Bristol

WADDINGHAM, JAMES, Salford July 1 Tombleson, Barton on Humber

WEEKS, JAMES, Greenwich April 17 Rooke & Sons, Lincoln's inn fields

WELCH, JAMES, Blackburn, Watchmaker March 27 Malam Bros, Blackburn

WHITE, RICHARD, Bath May 1 Tucker, Bath

WHITEHALL, MICHAEL THOMAS, Lewisham April 25 Newton & Lowin, Lewisham

WILDY, AUGUSTUS SAMUEL, Threadneedle st April 5 Beattie, London Wall

WILLIAMS, ALFRED SPALDING, Bayswater April 5 Parson & Co, Sherborne ln

WOODCOCK, HENRY CLERVER, Rearsby, Leicester March 24 Berridge & Sons, Leicester

WYBROW, WILLIAM, Dawlish, Devon April 17 Tozer & Co, Dawlish

London Gazette.—FRIDAY, Mar. 5.

ABRAHAMS, JOSEPH, Northumberland alley, Fenchurch st April 30 Druces & Attlee, Billiter sq

ALLISTON, EDWARD, Inworth, Essex April 15 Beaumont & Son, Coggeshall

Bainbridge, Jane, Seaforth, nr Liverpool April 17 Dobson, Kendal
Baker, Lucy, Clapton April 5 Vanderpump & Son, Gray's inn sq
Bath, Jane, Dudley, Worcester April 2 Darley, Dudley
Bath, Walter, Dudley, Worcester, File Manufacturer April 2 Dearley, Dudley
Brass, Margaret, Murton, Westmorland April 1 Bell & Moordaff, Appleby
Butler, Mrs Maria Anne, Inkpen, Berks March 25 Butler & Wilkinson, St Neots, Hunts
Dobson, William John, Horton, Bradford April 3 Freeman, Bradford
Ekins, Philadelphia Jane, Tunbridge Wells March 25 Dawson & Co, New sq, Lincoln's inn
Ellis, Ellen, Liverpool April 3 Banks & Co, Liverpool
Flint, William, Kentish Town April 10 Moggridge, Furnival inn
Godfrey, William, St Thomas the Apostle, Devon, Cab Proprietor April 1 Friend & Co, Exeter
Greaves, Byron, Nottingham April 10 Eking & Wyles, Nottingham
Griffiths, Elizabeth, Kempsey, Worcester March 25 Gabriel, Portugal st bldgs
Guggenbuhl, Bruno, Norfolk st, Strand April 6 Payne & Lattey, Leadenhall st
Hall, James, Brecon, Auctioneer April 1 Thomas, Brecon
Hall, Thomas, Bristol March 31 Clark, Bristol
Hawkins, John James, Burnham on Crouch, Essex, Oyster Merchant April 14 Beaumont & Bright, Maldon
Haselwood, Robert, Butley, Suffolk, Farmer April 6 Wood, Woodbridge
Homersham, Charles, Lewisham April 1 Barber & Son, St Swithin's lane
Hutchinson, Alexandrine Stephanie Louise, Switzerland April 20 Druces & Attlee, Billiter sq
Jefferson, Henry, Springfield, nr Whitehaven April 10 Brockbank & Co, Whitehaven
King, Martha, Swindon, Wilts, Haulier March 31 Withey, New Swindon
Livesey, John, Walkden, nr Farnworth July 1 Berry, Walkden
Llewellyn, Edwin, Birmingham, Coal Dealer April 15 Gough, Birmingham
McAlpin, Elizabeth, Brighton June 11 Bilton, Devonport rd, Uxbridge rd
Moore, Amelia, Harrogate, York April 6 Dyer, Boston
Muggeridge, Thomas, Horsham, Farmer April 4 Cotching, Horsham
Nicholls, John Smith, Wolverley, Worcester April 10 Talbot, Kidderminster
Price, John, Tewkesbury April 10 Smiles & Co, Bedford row
Randell, Horace, North Walsham, Norfolk May 5 Mills & Reeve, Norwich
Robinson, Max, Old st, St Luke's, Licensed Victualler April 5 Sydney, Renfrew rd, Lambeth
Robinson, Robert, Lanchester, Durham March 23 Emley, Newcastle upon Tyne
Rogers, Ellen Brown, Peckham March 25 Wells & Hind, Nottingham
Ross, James, New Barnet, Herts April 15 Thompson & Debenhams, Salter's Hall ct, Cannon st
Spry, Arthur Hume, Weston super Mare April 20 Leighton & Savory, Clement's inn
Stacey, John James, Fulham April 14 Maitland & Co, Knightrider st
Swann, Mary, Elmsett, Suffolk April 6 Birkett & Ridley, Ipswich
Stunt, Emily, East Grinstead April 13 Janson & Co, Finsbury circus
Warner, Mary, Slough, Bucks March 24 Tiddeman & Enthoven, Finsbury sq
White, John Berry, Cornwall mansions June 1 Sanderson & Co, Queen Victoria st
Williams, Elizabeth, Speke, nr Liverpool April 15 Toulmin & Co, Liverpool
Wise, William Francis Charles, Mile End April 17 Prockter & Grimes, Princelet st, Spitalfields
Yates, Thomas, Brownhills, Staffs May 10 Evans, Walsall

London Gazette.—Tuesday, March 9.

Adkins, William, Blackheath March 25 Mason & Co, Lincoln's inn fields
Armstrong, John William, Penrith, Hotel Proprietor April 12 Arnison & Co, Penrith
Blake, Charles Paget, MD, St Mary Church, Devon April 20 Hooper & Wollen, Torquay
Brooke, Leonard, Sedgford, Norfolk, Farmer April 10 Mellor, Norfolk
Cobley, William, Streatham April 5 Sydney, Renfrew rd, Lambeth
Conyers, James Saltus, Junior United Service Club, St James's April 19 Herbert, Cork st, Burlington grdns
Drakin, Caroline, Southgate April 5 Freeman & Son, Foster lane
Dockray, Isabella, Carlisle April 3 Broughton, Carlisle
Findlay, James, York rd, Camden rd, Baker April 5 Rose-Innes, New inn, Strand
Guthrie, Jane Wylie, Paddington April 8 Gordon & Co, Glasgow
Hemsworth, Harriett, Monk, Fryston Park, York May 1 Simpsons & Denham, Leeds
Hodgkinson, Mary Ann, Kensington April 5 Stibbard & Co, Leadenhall st
Jackson, Mary, Liverpool April 9 Rudd, Liverpool
Jones, John Kay, Pendleton, Lancs March 27 Smith-Lancashire & Humphreys, Manchester
Lines, Robert Frederick, Kensington April 15 Bilney, Temple chmbrs, Temple avenue
Lloyd, Letitia Rees, Haverfordwest April 1 Eaton & Co, Haverfordwest
McKinley, Thomas Mackie, Hampstead April 24 Harwood & Stephenson, Lombard street
Manonall, James, Little Madeley, Stafford March 31 Sproston, Newcastle under Lyme
Mann, William Henry, Manchester, Licensed Victualler April 9 Ledgard & Co, Manchester
Margerison, John, Prestwich, Lancs March 17 Taylor, Oldham
Neal, Thomas, Islington April 13 Warburton & De Paula, Finsbury circus
Oddy, Tom, Huddersfield April 10 Jackson, Huddersfield
Osborn, Emma, Godalming April 16 Day & Whateley, Godalming
Osborne, Joseph, Derby, Commercial Traveller May 3 Sale & Son, Derby
Page, George, New Cross rd April 10 Courtenay & Co, Gracechurch st
Pocock, Sarah Elizabeth, Bath April 6 Sibly & Dickinson, Bristol
Richardson, John, Sheffield, Brass Caster May 1 Taylor & Co, Sheffield
Rickett, Cordelia Jane, East Hoathley, Sussex May 5 Waller & Son, Colesman st
Samuels, Louisa, Torpoint, Cornwall March 29 Graves, Plymouth
Seville, James, Ashton under Lyne April 17 Darnton & Bottomley, Ashton under Lyne
Smith, Thomas, Leeds, Butcher May 1 Nelson & Co, Leeds
Stirling, Rosetta Louisa, Brasted, Kent Musgrave, Gresham st
Sutcliffe, Dorothea, Manchester, Coal Merchant April 10 Bisque, Manchester
Taff, John, Pimlico April 30 Laundy & Co, Strand
Waylett, Richard Stephen, Hampstead, Jeweller April 26 Emanuel & Simmonds, Finsbury circus
Wellard, Mr Thomas William, Gravesend March 27 Tolhurst & Co, Gravesend
Whittle, James, Gateshead, Durham April 10 Mark Pybus & Son, Newcastle upon Tyne
Williams, Joseph, Edgbaston, Birmingham March 14 Whitelock Clayton, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—Friday, Feb. 26.

ADJUDICATION ANNULLED.

Jacobs, Philip David, and Arohlo Jacobs, Arundel pl, Haymarket, Glass Merchants High Court Adjud Nov 6, 1896 Annul Feb 19

London Gazette.—Friday, March 5.

RECEIVING ORDERS.

Ablard, Joseph Stethard, Gt Grimsby, Tobacconist Gt Grimsby Pet March 2 Ord March 2
Anderson, Mrs, West Kensington Windsor Pet Feb 9 Ord Feb 27
Anthony, Clarence Case, Bernard st, Russell sq High Court Pet Feb 8 Ord March 2
Ash, Edward, Woolavington, Somersets, Farmer Bridgwater Pet March 2 Ord March 2
Bailey, William, jun, Landport, Fruit Hawker Portsmouth Pet March 2 Ord March 2
Baker, Arthur, Nottingham, Clerk Birmingham Pet March 1 Ord March 1
Baker, William John, jun, Sth Shields, Artist Newcastle on Tyne Pet March 2 Ord March 2
Barnes, Henry E, Maida Vale, Solicitor High Court Pet Dec 4 Ord March 2
Bradburne, Randall Sacheverell, Bishopsgate st Within, Accountant High Court Pet Jan 26 Ord March 2
Bunnett, Arthur Henry, Deptford Greenwich Pet Feb 9 Ord March 2
Chapman, Elizabeth, Cardiff, Furniture Remover Cardiff Pet Feb 26 Ord Feb 26
Christmas, Joseph, and John William Cartwright, Sun st, Finsbury High Court Pet March 2 Ord March 3
Collard, Ernest, Borough High st, Hop Merchant High Court Pet Feb 10 Ord March 2
Dart, William John, Croydon, Traveller Croydon Pet Feb 27 Ord Feb 27
Dixon, Charles, Sheffield, Iron Merchant Sheffield Pet March 3 Ord March 3
Earle, George, Kingsland, Boot Manufacturer High Court Pet March 2 Ord March 2
Fisher, Thomas, Plumstead, Boot Dealer Greenwich Pet March 1 Ord March 1
Foreman, Thomas George, Hammersmith High Court Pet March 3 Ord March 3
Forestone, Edwin, Joshua Jackson, and Edward Pollard, Leicester, Boot Manufacturers Leicester Pet March 2 Ord March 2
Goddard, William, Glossop, Derby, Stonemason Ashton under Lyne Pet March 2 Ord March 2
Goodchild, William, Reading, Builder Reading Pet Feb 13 Ord Feb 27
Graves, Joseph, Bothel, Cumberland, Innkeeper Cockermouth Pet March 2 Ord March 2
Harris, William Henry, East Dereham, Norfolk Watchmaker Norwich Pet March 3 Ord March 3
Hinde, Arthur Allinson, Blackpool, Drill Instructor Preston Pet March 2 Ord March 2
Jane, John, St Ive, Cornwall, Farmer Plymouth Pet Feb 13 Ord March 3
Kendall, William, Walsall, Coal Dealer Walsall Pet Feb 26 Ord Feb 26
King, Ralph Maulkin, Austin Friars High Court Pet March 1 Ord March 1
Lee, Denis, Manchester, Timber Merchant Manchester Pet March 3 Ord March 3
Meakes, Sydney, Canton, Cardiff, Builder Cardiff Pet March 2 Ord March 2
Money, George John, Hackney, Cabinet Maker High Court Pet March 1 Ord March 1
Moore, Frederick, Bristol Bristol Pet March 2 Ord March 2
Morley, George Houlden, Gt Grimsby, Fish Merchant Gt Grimsby Pet March 2 Ord March 2
Near, Joseph Lawrence, Colchester, Builder Colchester Pet Jan 19 Ord Feb 27
Ogden, Richard, Leeds, Bricklayer Leeds Pet March 1 Ord March 1
Owen, Thomas Elias, Marylebone, Draper High Court Pet March 2 Ord March 2
Peart, Thomas George, Lewes, Draper Lewes Pet Feb 27 Ord Feb 27
Roberts, Robert, Llanbeulig, Shoe Manufacturer Bangor Pet March 3 Ord March 3
Savage, Henry, Cambridge, Glos, Dealer Gloucester Pet March 2 Ord March 2
Savage, Henry, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet March 3 Ord March 3
Sharp, John, Desford, Leics, Butcher Leicester Pet Feb 27 Ord Feb 27
Shawcatt, Arthur, Derby Derby Pet March 3 Ord March 3
Sinclair, Thomas Blythe, Liverpool, Ship Store Dealer Liverpool Pet March 2 Ord March 2
Smith, George Brown, Bognor Brighton Pet Feb 13 Ord March 1
Steele, Thomas, Liverpool, Brewer Liverpool Pet Feb 19 Ord March 2
Townsend, George, Tenby, Pembrokes, Boot Dealer Pembroke Dock Pet March 2 Ord March 2
Vincent, Joseph, Walsall, Furniture Dealer Walsall Pet March 1 Ord March 1
Wood, Joseph, Rearsby, Leics, Farmer Leicester Pet March 1 Ord March 1
Webster, William Henry, Aberford, Yorks, Bootmaker York Pet March 3 Ord March 3
Welsh, Henry William, Tunbridge, Builder Tunbridge Wells Pet March 2 Ord March 2

Amended notice substituted for that published in the London Gazette of March 2.

Moss, William Henry, Manchester, Commercial Traveller Manchester Pet Jan 30 Ord Feb 26

FIRST MEETINGS.

Attrill, James Albert, Erst Cowes, I W, Builder Mar 12 at 3 19, Quay st, Newport, I W
Bernstein, Harris, Leeds, Woollen Merchant Mar 16 at 11 Off Rec, 22, Park row, Leeds
Carr, William Lacy, Elvington, Yorks, Farmer Mar 12 at 12.30 Off Rec, 28, Stonegate, York
Carter, Albert Edward, Bishopston, Glos Mar 17 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
Chilcott, John, St James's st, Caretaker Mar 12 at 12 Bankruptcy bldgs Carey st
Day, J, East Acton, Builder Mar 12 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
Dean, John Edwin, Formby, Lancs, Salt Merchant Mar 16 at 12 Off Rec, 35, Victoria st, Liverpool
Finch, William, Carmarthen, Wine Merchant Mar 13 at 11.30 Off Rec, 4, Queen's st Carmarthen
Fraser, William Alan, Burleigh mansions, Charing Cross rd, Electrical Engineer Mar 12 at 11 Bankruptcy bldgs, Carey st

FREE, PERCY RICHARD COLLINS, Maida vale Mar 12 at 2.30 Bankruptcy bldgs, Carey st
GIBSON, JAMES, Bridgend, Glam, Greengrocer Mar 16 at 1.30 Off Rec, 29, Queen st, Cardiff
HARDING, WILLIAM JAMES, Wolverhampton, Draper Mar 15 at 11.30 Off Rec, Wolverhampton
HOPKINS, C, East Ham, Essex, Builder March 12 at 2.30 Bankruptcy bldgs, Carey st
HULL, EDWARD, Handsworth, Carpenter March 12 at 11 23, Colmore row, Birmingham
HUMB, ROBERT, and SAMUEL LABBETT, Bridgend, Glam, Cycle Agents March 16 at 11 Off Rec, 29, Queen st, Cardiff
JONES, JOHN THOMAS, Warrington, Drysalter March 26 at 10.45 Court House, Upper Bank st, Warrington
MACE, EDWIN, Swindon, Wilts, Omnibus Proprietor March 17 at 1 Off Rec, Bank chambers, Corn st, Bristol
MONEY, GEORGE JOHN, Mansford st, Hackney rd, Cabinet Maker March 12 at 12 Bankruptcy bldgs, Carey st
MORGAN, JOB WILLIAM, Aberdare, Coal Merchant March 12 at 2 65, High st, Merthyr Tydfil
MOSS, WILLIAM HENRY, Manchester, Commercial Traveller March 12 at 3 Off Rec, Byrom st, Manchester
NICHOLS, JOHN, and ROBERT NICHOLS, Preston Capes, Northampton, Farmers March 17 at 12.30 County Court bldgs, Sheep st, Northampton
PENN, WILLIAM, Canterbury, House Furnisher March 19 at 3.30 Bankruptcy bldgs, Carey st
POTTER, JOHN EPHRAIM, Roydon, Essex, Brickmaker March 12 at 2.30 Bankruptcy bldgs, Carey st
READ, THOMAS CURTIS, St John's rd, Clapham Junction, Grocer March 12 at 11.30 24, Railway app, London Bridge
SALTER, ALBERT JAMES, West Cowes, I W, Baker March 15 at 11 19, Quay st, Newport, I W
SAMUEL, JOHN, Walton on the Naze, Essex, Grocer March 16 at 11 Cups Hotel, Colchester
SAVAGE, HENRY, Cambridge, Glos, Dealer March 13 at 12 Off Rec, Station rd, Gloucester
SMART, WILLIAM, Yatton, Somersets, Grocer March 17 at at 12 Off Rec, Bank chmbrs, Corn st, Bristol
THOMAS, TOM LABBETT, Cardiff March 17 at 11 Off Rec, 29, Queen st, Cardiff
THRONDSEN, IVAR, Botolph House, Eastcheap March 12 at 12 Bankruptcy bldgs, Carey st
WAIND, HENRY, Bolton on Swale, nr Scorton, Yorks, Farmer March 15 at 11.30 Court house, Northallerton
WALKER, HENRY, Leeds, Butcher March 15 at 11 Off Rec, 22, Park row, Leeds
WALLIS, BENJAMIN, Adwalton, nr Bradford March 12 at 3 Off Rec, Bank chmbrs, Batley
WHALEY, GEORGE, Bradford, Merchant March 12 at 11 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

ABLARD, JOSEPH STOTHARD, Gt Grimsby, Tobacconist Gt Grimsby Pet March 2 Ord March 2
ASH, EDWARD, Woolavington, Somersets, Farmer Bridgwater Pet March 2 Ord March 2
BAILEY, WILLIAM, jun, Landport, Fruit Hawker Portsmouth Pet March 2 Ord March 2
BAKER, WILLIAM JOHN, the younger, South Shields, Artist Newcastle on Tyne Pet March 2 Ord March 2
BARROW, COPNER WALTON, Princes chmbrs, Coventry st High Court Pet Nov 23 Ord March 1
BRADBURY, JAMES, Oldham, Licensed Victualler Oldham Pet Feb 24 Ord March 3
CHAPMAN, ELIZABETH, Cardiff, Furniture Remover Cardiff Pet Feb 26 Ord Feb 26
CHRISTMAS, JOSEPH, and JOHN WILLIAM CARTWRIGHT, Sun st, Finsbury, Carpenters High Court Pet March 2 Ord March 3
CRANE, JAMES, Nottingham Nottingham Pet Jan 30 Ord March 3
CULLIFORD, ALBERT GEORGE, Fenchurch bldgs, Wine Merchant High Court Pet Jan 12 Ord March 1
DAY, J, East Acton, Builder Brentford Pet Jan 19 Ord March 2
DENNISON, ELIZA, Islington High Court Pet Jan 4 Ord March 1
DIXON, CHARLES, Sheffield, Iron Merchant Sheffield Pet March 2 Ord March 3
EARLE, GEORGE, Kingsland, Boot Manufacturer High Court Pet March 2 Ord March 2
FOREMAN, THOMAS GEORGE, Hammersmith High Court Pet March 3 Ord March 3
FREESTONE, EDWIN, JOSHUA JACKSON, and EDWARD POLLARD, Leicester, Boot Manufacturers Leicester Pet March 1 Ord March 2
GLEDSTONE, JAMES HAROLD, Sherborne lane, Tailor High Court Pet Jan 20 Ord March 2
GODDARD, WILLIAM, Glossop, Derbys, Stonemason Ashton under Lyne Pet Mar 2 Ord Mar 2
GRAVES, JOSEPH, Bothel, Cumberland, Innkeeper Cockermouth Pet Mar 1 Ord Mar 2
HARRIS, WILLIAM HENRY, East Dereham, Norfolk, Watchmaker Norwich Pet Mar 3 Ord Mar 3
HINDE, ARTHUR ALLINSON, Blackpool, Drill Instructor Preston Pet Mar 2 Ord Mar 2
HOLDSWORTH, CHARLES EDWARD, Lake, nr Poole, Dorsets, Farm Manager Poole Pet Jan 26 Ord Mar 2
HUGHES, JOHN, High Ercall, Salop, Innkeeper Madeley Pet Feb 5 Ord Feb 22
KING, RALPH MAULKIN, Austin Friars High Court Pet Mar 1 Ord Mar 1
LOOS, HERMANN, Finsbury pavement, Manufacturer's Agent High Court Pet Oct 6 Ord Mar 3
MEAKER, SYDNEY, Canton, Cardiff, Builder Cardiff Pet Mar 2 Ord Mar 2
MONEY, GEORGE JOHN, Hackney, Cabinet Maker High Court Pet Mar 1 Ord Mar 2
MOORE, FREDERICK, Bristol Bristol Pet March 2 Ord March 2
MORLEY, GEORGE HOULDEN, Gt Grimsby, Fish Merchant Gt Grimsby Pet March 2 Ord March 2
MOSS, WILLIAM HENRY, Manchester, Commercial Traveller Manchester Pet Jan 30 Ord March 2
OGDEN, RICHARD, Leeds Leeds Pet March 1 Ord March 1
OWEN, THOMAS ELIAS, Upper Baker st, Draper High Court Pet March 2 Ord March 2
PARKE, GERTRUDE MARY, Manchester sq High Court Pet Jan 14 Ord March 3
POTTER, JOHN EPHRAIM, Roydon, Essex, Brickmaker High Court Pet Feb 5 Ord March 2
ROBERTS, JAMES, Eaton Bray, Beds, Farmer Luton Pet Feb 20 Ord March 2
ROBERTS, ROBERT, Llanbeblig, Shoe Manufacturer Bangor Pet March 2 Ord March 3
SAVAGE, HENRY, Cambridge, Glos, Dealer Gloucester Pet March 2 Ord March 2
SAVEGE, HENRY, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet March 3 Ord March 3
SHARP, JOHN, Desford, Leics, Butcher Leicester Pet Feb 27 Ord Feb 27
SHARRATT, ARTHUR, Derby Derby Pet March 3 Ord March 3
SWEET, SYDNEY ARTHUR, Chelsea, Corn Merchant High Court Pet Feb 19 Ord March 3
WALKER, EDGAR WILLIAM, Leeds, Maltster Leeds Pet Jan 9 Ord Feb 27
WATSON, JOHN WILLIAM, and JOHN ARTHUR CLARK, Brooke st, Holborn, Art Metal Workers High Court Pet Jan 25 Ord March 2
WEBSTER, WILLIAM HENRY, Aberford, Yorks, Bootmaker York Pet March 3 Ord March 3
WELSH, HENRY WILLIAM, Tunbridge Wells, Builder Tunbridge Wells Pet March 2 Ord March 2
WOOD, JOHN, Leeds, Pianoforte Dealer Leeds Pet Feb 9 Ord March 1
WOOD, JOSEPH, Rearsby, Leics, Farmer Leicester Pet March 1 Ord March 1

London Gazette.—TUESDAY, March 9.

RECEIVING ORDERS.

BONNETT, GEORGE, Nottingham, Insurance Agent Nottingham Pet March 6 Ord March 6
BUCKLEY, EDWARD STANLEY, Oldham, Hosier Oldham Pet March 4 Ord March 4
BUNKER, HERBERT THOMAS, Potter's Bar, Coachbuilder Barnet Pet March 3 Ord March 3
COTTINGHAM, THEODORE, Altrincham Manchester Pet March 5 Ord March 5
DEAN, JOHN, Moor Monkton, Yorks, Innkeeper York Pet March 4 Ord March 4
DELLA ROCCA, STEPHEN ANTHONY, Lambeth walk, Builder High Court Pet March 4 Ord March 4
DE RIDDER, ROBERT POTTS, Liverpool, Engineer Liverpool Pet March 6 Ord March 6
FORBES, JOHN, Cricklewood High Court Pet Feb 6 Ord March 6
GLEAVE, WILLIAM, Warrington, Warehouseman Warrington Pet March 5 Ord March 5
GORRILL, ROBERT, Newington butts High Court Pet March 6 Ord March 6
HIGGINS, THOMAS, Tyldesley, Lancs, Grocer Bolton Pet March 6 Ord March 6
HILLYARD, JOHN, Acton, Wine Broker High Court Pet Feb 24 Ord March 6
HOLT, JAMES, Nottingham, Yarn Merchant Nottingham Pet March 4 Ord March 4
HORTON, JOSEPH, Cradley Heath, Staffs, Auctioneer Dudley Pet March 5 Ord March 5
HUGHES, HUGH, Blaenau Festiniog, Merioneth, Grocer Portmadoc Pet March 4 Ord March 4
JACKSON, HENRY, Walsall Wood, Staffs, Chainmaker Walsall Pet March 5 Ord March 5
JOHNSON, GEORGE, Chigwell, Essex, Farmer Chelmsford Pet March 3 Ord March 3
JONES, WILLIAM, Ynysybwl, nr Pontypridd, Draper Pontypridd Pet Feb 15 Ord March 4
JOYCE, JAMES EDWARD, Monkwearmouth, Durham, House Furnisher Sunderland Pet March 5 Ord March 5
KEDWARD, ANTHONY, Aberaman, Aberdare, Mason Aberdare Pet March 5 Ord March 5
KESSEN, EDWARD HAMBROOK THOMSON, Sale, Cheshire, Architect Manchester Pet March 4 Ord March 4
LEWIS, RICHARD, Phipps mews, Eccleston st East, Job Master High Court Pet Dec 30 Ord March 5
MILBURN, GEORGE DIGGLE, and FRANK MILBURN, Gigg, nr Bury, Lancs, Dyers Bolton Pet March 5 Ord March 5
MILLER, WILLIAM VICTOR, Bourn, Cambridge, Farmer Cambridge Pet March 6 Ord March 6
MOORE, EDWARD, East Keswick, Yorks, Schoolmaster York Pet March 5 Ord March 5
PEARCE, ERNEST ALFRED, Brachewood Green, Herts, Cattle Dealer Luton Pet March 5 Ord March 5
RICHARDS, EDWIN, South Kensington, Bootmaker High Court Pet March 3 Ord March 4
SAUNDERS, WILLIAM, Trumpington, Cambs, Farmer Cambridge Pet March 5 Ord March 5
SMITH, JOHN, HENRY, Worksop, Builder Sheffield Pet March 6 Ord March 6
TAYLER, SIMON WALTER, Southampton, Farmer Salisbury Pet March 4 Ord March 4
THOMASSON, MARTIN GEORGE, Malvern Link, Worcs, Commission Agent Worcester Pet March 2 Ord March 2
TRUMPER, ENOCH, Woore, Salop, Grocer Nantwich Pet March 2 Ord March 5
VICK, ALBERT ERNEST, Newerne, Lydney, Glos Newport, Mon Pet March 5 Ord March 5
VINE, WILLIAM, Weymouth, Builder Dorchester Pet Feb 24 Ord March 5
WARDEN, Colonel FRANK, Taunton pl, Regent's Park High Court Pet Dec 24 Ord March 4
WARE, ROBERT, Lincoln, Travelling Draper Lincoln Pet March 2 Ord March 6
WHISH, EDWARD BARCLAY, Cromhall, Glos Gloucester Pet March 6 Ord March 6
WILKIE, DAVID, Wigan, Draper Wigan Pet March 4 Ord March 4
WILKIE, JAMES, Wigan, Draper Wigan Pet March 4 Ord March 4
WILLAN, ALFRED, Burnley, Upholsterer Burnley Pet March 6 Ord March 6
WILLIAMSON, CHARLES, Cuddington, nr Northwich, Labourer Nantwich Pet March 4 Ord March 4
WORTH, THOMAS, Barnsley, Yorks, Innkeeper Barnsley Pet March 4 Ord March 4

RECEIVING ORDER RESCINDED.

MAYNE, AUGUSTUS BLAIR, Poona, India, Capt, Indian Staff Corps High Court Rec Ord Dec 11, 1895 Rescr Mar 3

FIRST MEETINGS.

ANTHONY, CLARENCE CASE, Bernard st, Russell sq, Solicitor March 16 at 11 Bankruptcy bldgs, Carey st
ASH, EDWARD, Woolavington, Somerset, Farmer March 16 at 11.30 Mr Tamlyn, High st, Bridgwater
BARNES, HENRY E, Maida vale, Solicitor March 18 at 12 Bankruptcy bldgs, Carey st
BELLAMY, MONTAGUE EDWARD JAMES BUTWELL, Oxford, Bookbinder March 17 at 12 Off Rec, 1, St Aldate's, Oxford
BRADBURNE, RANDALL SACHEVERELL, Bishopsgate st Within, Accountant March 16 at 12 Bankruptcy bldgs, Carey st
CHRISTMAS, JOSEPH, and JOHN WILLIAM CARTWRIGHT, Sun st, Finsbury, Packing case Makers March 18 at 2.30 Bankruptcy bldgs, Carey st
COLLARD, FREDERICK ERNEST WOTTON, Borough High st, Hop Merchant March 16 at 2.30 Bankruptcy bldgs, Carey st
CORNWELL, WILLIAM EDWIN, Cardiff, Butcher March 18 at 11 Off Rec, 29, Queen st, Cardiff
DART, WILLIAM JOHN, Croydon, Traveller March 17 at 11.30 24, Railway app, London Bridge
DEAN, JOHN, Moor Monkton, Yorks, Innkeeper March 18 at 12.15 Off Rec, 28, Stonegate, York
EARLE, GEORGE, Kingsland, Boot Manufacturer March 18 at 11 Bankruptcy bldgs, Carey st
FEAR, HARRY, Weston super Mare, Coachbuilder March 16 at 11 Mr Tamlyn, High st, Bridgwater
FISH, DAVID, Nottingham, Auctioneer March 16 at 12 Off Rec, St Peter's Church walk, Nottingham
FREESTONE, EDWIN, JOSHUA JACKSON, and EDWARD POLLARD, Leicester, Boot Manufacturers March 16 at 3 Off Rec, 1, Berridge st, Leicester
GIRDLESTONE, GEORGE, Ilford, Essex, Grocer March 17 at 12 Bankruptcy bldgs, Carey st
GLEDSTONE, JAMES HAROLD, Sherborne lane, Tailor March 16 at 11 Bankruptcy bldgs, Carey st
GODDARD, WILLIAM, Glossop, Derbys, Stonemason March 17 at 3 Off Rec, Byrom st, Manchester
HARTLEY, EZRA FOSTER, Oswaldtwistle, Lancs March 26 at 1 Exchange Hotel, Nicholas st, Burnley
HORTON, JOHN, Darlaston, Staffs March 18 at 11.30 Off Rec, Walsall
ISAAC, LEWIS, Aston juxta Birmingham, Tailor March 22 at 11 23, Colmore row, Birmingham
JANE, JOHN, St Ive, Cornwall, Farmer March 16 at 11.30 10, Athenæum ter, East Stonehouse
JOHNSON, WILLIAM, Darlington, Engine Fitter March 24 at 3 Off Rec, 8, Albert rd, Middlesborough
KING, RALPH MAULKIN, Austin Friars March 17 at 11 Bankruptcy bldgs, Carey st
KINGCOMBE, HENRY, Plymouth March 16 at 11 10, Athenæum ter, East Stonehouse
LEE, DENIS, Manchester, Timber Merchant March 16 at 3 Off Rec, Byrom st, Manchester
MOORE, EDWARD, East Keswick, Schoolmaster March 19 at 12.30 Off Rec, 28, Stonegate, York
MOORE, FREDERICK, Bristol March 17 at 11.45 Off Rec, Bank chmbrs, Corn st, Bristol
NEAR, JOSEPH LAURENCE, Colchester, Builder March 16 at 11.30 Cups Hotel, Colchester
OGDEN, RICHARD, Leeds, Bricklayer March 17 at 11 Off Rec, 22, Park row, Leeds
OWEN, THOMAS ELIAS, Upper Baker st, Draper March 17 at 2.30 Bankruptcy bldgs, Carey st
PAGE, ARTHUR, Scarborough, Draper March 17 at 11 Bankruptcy bldgs, Carey st
PAULL, JOHN, Crewkerne, Draper March 16 at 1 Off Rec, Salisbury
RAVENSCROFT, FRANK, Birmingham, Tin Plate Worker March 18 at 11 23, Colmore row, Birmingham
RIMES, ERNEST WILLIAM, Nottingham Tailor March 16 at 11 Off Rec, St Peter's Church walk, Nottingham
SAUL, FRANK HENRY, Birmingham, Commission Agent March 17 at 11 23, Colmore row, Birmingham
SAUNDERS, WILLIAM, Trumpington, Cambs, Farmer March 16 at 12 Off Rec, Petty Cury, Cambridge
SHARRATT, ARTHUR, Derby March 16 at 11 Off Rec, 46, St Mary's gate, Derby
SQUIER, H I, Basinghall st March 17 at 12 Bankruptcy bldgs, Carey st
STORDY, EDWARD, Penrith, Innkeeper March 16 at 12 Off Rec, 34, Fisher st, Carlisle
THOMASSON, MARTIN GEORGE, Malvern Link, Worcs Commission Agent March 17 at 11.30 Off Rec, 45, Copenhagen st, Worcester
TINDALL, ARTHUR, Burnley, Tailor March 26 at 1.30 Exchange Hotel, Nicholas st, Burnley
WEBSTER, WILLIAM HENRY, Aberford, Yorks, Bootmaker March 18 at 11 Off Rec, 28, Stonegate, York
WILKIE, DAVID, Wigan, Draper March 18 at 12 Court house, King st, Wigan
WILKIE, JAMES, Wigan, Draper March 18 at 10.30 Court house, King st, Wigan
WINSLOW, JAMES, New Swindon, Wilts, China Dealer March 18 at 3 Off Rec, 46, Cricklade st, Swindon

WOOD, JOSEPH, Rearsby, Leics, Farmer March 16 at 12.30 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

BISHOP, FREDERICK, Totterdown, Bristol, Coal Merchant Pet March 4 Ord March 4
BONNETT, GEORGE, Nottingham, Insurance Agent Nottingham Pet March 6 Ord March 6
BUCKLEY, EDWARD STANLEY, Oldham, Hosier Oldham Pet March 4 Ord March 4
CARTER, ALBERT EDWARD, Bishopston, Glos Bristol Pet Feb 26 Ord March 5
COLLARD, FREDERICK ERNEST WOTTON, Borough High st, Hop Merchant High Court Pet Feb 10 Ord March 5
COTTINGHAM, THEODORE, Altrincham Manchester Pet March 5 Ord March 5
DART, WILLIAM JOHN, Croydon, Traveller Croydon Pet Feb 27 Ord March 4
DEAN, JOHN, Moor Monkton, Yorks, Innkeeper York Pet March 4 Ord March 4
DELLA ROCCA, STEPHEN ANTHONY, Lambeth walk, Builder High Court Pet March 4 Ord March 6
FORD, W J, Hampstead High Court Pet Dec 24 Ord March 5
GLEAVE, WILLIAM, Warrington, Warehouseman Warrington Pet March 5 Ord March 5
GORRILL, ROBERT, Newington butts High Court Pet March 6 Ord March 6
HARDING, JOHN, Redland, Bristol, Corn Merchant Bristol Pet Feb 17 Ord March 6
HOLT, JAMES, Nottingham, Yarn Merchant Nottingham Pet March 4 Ord March 4
HART, JOHN, John st, Adelphi, Money Lender High Court Pet Jan 30 Ord March 5
HART, FRANCIS JEROME ERNEST, Savoy House, Strand High Court Pet Jan 16 Ord March 6
HIGGINS, THOMAS, Tyldesley, Lancs, Grocer Bolton Pet March 6 Ord March 6
HORTON, JOSEPH, Cradley Heath, Staffs, Auctioneer Dudley Pet March 5 Ord March 5
JOHNSON, GEORGE, Chigwell, Essex, Farmer Chelmsford Pet March 2 Ord March 3
JONES, THOMAS PUGH, Llanelly, Contractor Carmarthen Pet Jan 11 Ord March 4
JOYCE, JAMES EDWARD, Monkwearmouth, Durham, House Furnisher Sunderland Pet March 5 Ord March 5
KEDWARD, ANTHONY, Aberaman, Aberdare, Mason Aberdare Pet March 5 Ord March 5
KENDALL, WILLIAM, Walsall, Coal Dealer Walsall Pet Feb 26 Ord Feb 27
KESSEN, EDWARD HAMBROOK THOMSON, Sale, Cheshire, Architect Manchester Pet March 4 Ord March 4
MILBURN, GEORGE DIGGLE, and FRANK MILBURN, Gigg, nr Bury, Lancs, Dyers Bolton Pet March 4 Ord March 5
MILLER, WILLIAM VICTOR, Bourn, Cambridge, Farmer Cambridge Pet March 6 Ord March 6
MOORE, EDWARD, East Keswick, Yorks, Schoolmaster York Pet March 5 Ord March 5
OLDCORN, MARTIN, Broughton in Furness, Lancs, Swiller Ulverston Pet Feb 5 Ord March 5
PEART, THOMAS GEORGE, Lewes, Draper Lewes Pet Feb 26 Ord March 3
RICHARDS, EDWIN, South Kensington, Bootmaker High Court Pet March 3 Ord March 4
SAUNDERS, WILLIAM, Trumpington, Cambridge, Farmer Cambridge Pet March 5 Ord March 5
SMITH, JOHN HENRY, Worksop, Builder Sheffield Pet March 6 Ord March 6
TAYLOR, SIMON WALTER, Southampton, Farmer Salisbury Pet March 3 Ord March 4
TAYLOR, WILLIAM JAMES, Hove, Sussex, Builder Brighton Pet Jan 19 Ord March 6
THAYER, MARY JANE, Kingswood, Glos, Boot Manufacturer Bristol Pet Feb 17 Ord March 6
THOMASSON, MARTIN GEORGE, Malvern Link, Worcs, Commission Agent Worcester Pet March 2 Ord March 2
NICK, ALBERT ERNEST, Lydney, Glos Newport, Mon Pet March 5 Ord March 5
WARK, ROBERT, Lincoln, Travelling Draper Lincoln Pet March 1 Ord March 6
WATLER, CLAUDE BERTRAM, Old Broad st High Court Pet Nov 2 Ord March 4
WILLAN, ALFRED, Burnley, Upholsterer Burnley Pet March 4 Ord March 6
WILLIAMSON, CHARLES, Cuddington, nr Northwich, Labourer Nantwich Pet March 4 Ord March 4
WORTH, THOMAS, Barnsley, Yorks, Innkeeper Barnsley Pet March 4 Ord March 4

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